



Memorandum of Understanding

between the

City of Burbank

and

Local 18 - Unit 50

The International Brotherhood of Electrical Workers



June 29, 2008 through June 30, 2015

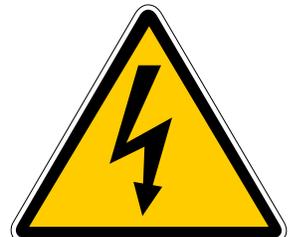


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**ARTICLE I
RIGHTS AND PLEDGES**

A. RECOGNITION

Local 18, Unit 50 of the International Brotherhood of Electrical Workers (“Union”), is the recognized employee organization representing all personnel (“employees”) employed by the City of Burbank (“City”) in the classifications listed in Exhibit A to this Memorandum of Understanding (“Agreement”).

B. MUTUAL PLEDGE OF ACCORD

Inherent in the relationship between the City and its employees is the obligation of the City to deal justly and fairly with its employees and of the employees to cooperate with their fellow employees and the City in the performance of its public service obligation. In the interest of promoting and ensuring harmonious relations between the City and its employees, authorized representatives of the City and the Union have met and conferred in good faith, exchanging various proposals concerning wages and other terms and conditions of employment of the employees.

The authorized representatives of the City and the Union have reached an understanding and agreement as to wages, hours, and other terms and conditions of employment for the employees which shall be submitted to the City Council of the City for approval and implementation of the terms and conditions by appropriate ordinance, resolution, or other lawful action.

C. NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees without unlawful discrimination as to age, sex, marital status, race, color, ancestry, religious creed, physical handicap, national origin, or political affiliation. Any violation of this provision by the City shall be subject to immediate correction; any violation by the Union shall also be subject to immediate correction.

The parties mutually recognize and agree to protect those employee rights granted in the Employer-Employee Relations Resolution No. 15,195 of the City of Burbank and applicable State and Federal Laws, including the rights of all employees covered herein to join and participate in the activities of the Union.

D. CITY RIGHTS

D. 1. General

Responsibility for management of the City and direction of its work force is vested in City officials and department heads whose powers and duties are specified by law. The rights of the City include but are not limited to the exclusive right to: (1) determine the mission of its constituent departments, commissions and boards; (2) set standards of service; (3) determine the procedures and standards of selection for employment and

promotions; (4) direct its employees; (5) take disciplinary action; (6) relieve its employees from duty because of lack of work or for other legitimate reasons; (7) maintain the efficiency of governmental operations; (8) determine the methods, means and personnel by which government operations are to be conducted; (9) determine the allocation and content of job classifications; (10) take all necessary actions to carry out its mission in emergencies; and (11) exercise complete control and discretion over its organization and technology of performing its work.

D. 2. Reserved Rights

The City shall have all other rights and prerogatives including those exercised unilaterally in the past, subject only to express restrictions on such rights, as are provided in this Agreement.

E. UNION RIGHTS

E. 1. Union Access

The City shall provide to the IBEW a BWP office.

Duly authorized representatives of the Union shall have access to the locations where work is being carried on, during working hours, for the purpose of observing working and safety conditions, investigating grievances, and seeing that the provisions of this Agreement are observed, provided that the employees are not interfered with in their work.

The City shall arrange for meetings between new employees and a Union Officer or authorized representative for the purpose of informing such employee of their scope of representation and benefits available to the employee.

E. 2. Pay for Union Business

Employees who are members of the Union's committees Unit 50 of the Union or Joint committees of the Union and the City, will be allowed time off without loss of pay from regular scheduled work to attend any scheduled meeting with the City representatives. In the event such meetings extend beyond the usual working hours, no compensation shall be paid by the City for time outside of regular working hours and working days. In the event a committee member is a shift worker, the City will make every practicable effort to adjust the employee's schedule to permit meeting attendance during working hours.

In addition, an aggregate of three hundred (300) hours per fiscal year shall be available for use by the unit chairman or his designee subject to the following conditions:

- E. 2. a.** The hours shall be utilized to attend meetings or conventions held by labor or utility-oriented organizations and/or seminars or classes on labor or utility-related subjects.

E. 2. b. Use of any part of the three hundred (300) hours will be cleared through the office of the General Manager BWP with manpower availability being the only additional criterion utilized.

E. 2. c. The hours utilized shall be charged against a specific job number to be established by the Burbank Water and Power Department in conjunction with the Management Services Department. This job number will be recorded on time sheets when any part of the three hundred (300) hours is utilized.

E. **3. Bulletin Boards**

Bulletin boards shall be furnished by the City for the use of the Union at each reporting location. The following types of notices, provided they are not of a political, commercial or controversial nature, may be posted after they are signed by the Officer or Representative of the Union: (1) Notices of recreational or social affairs of the Union; (2) Notices of Union elections and appointments; and (3) Notices of business meetings of the Union. Notices of any other type not listed above shall first be approved by an appropriate supervisor before they are posted.

E. **4. Leave of Absence**

On the request of the appointing power, the City Manager may approve the reinstatement within four years of any person having probationary or permanent status who was separated from his/her position through resignation for the purpose of accepting a position for Union service, if within that time there is a need for his/her services in a position in the class from which the employee was separated. Upon reinstatement, the employee shall receive all former benefit levels or those that are currently in effect if higher, except that the employee shall not be credited for sick leave earned prior to his/her separation. In addition, previous seniority will be reinstated.

E. **5. Contracting Out**

E. 5. a. The City reserves the right to determine the appropriate levels of staffing of IBEW represented employees. The City shall meet and consult with the IBEW on any plan to contract out for services currently provided by the affected employees. It shall be the policy of the City not to contract out bargaining unit work with the following exceptions:

E. 5. a. 1) Contracts for emergencies;

E. 5. a. 2) Contracts for expertise or proprietary equipment;

E. 5. a. 3) Contracts for rental equipment that includes operators;

- E. 5. a. 4) Contracts for short-term scope and duration;
- E. 5. a. 5) Contracts for tree trimming, non-electrical underground work (except fiber cable pulling) and power plant overhauls, and work performed on all City facilities not under the control of the Burbank Water and Power Department.
- E. 5. b. The parties further agree:
 - E. 5. b. 1) All outside construction contractors shall be required to pay prevailing wages on contracts of \$25,000 and above;
 - E. 5. b. 2) All construction contractors shall certify that they have in place an Injury and Illness Prevention Program as required by Labor Code §6401.7 and Title 8 §3203 of the California Code of Regulations. It is the intent that Unit work contracted out will be performed under similar working conditions and procedures.
 - E. 5. b. 3) In no event shall bargaining unit work be contracted out if it results in layoff or demotion of any permanent IBEW represented employee.
 - E. 5. b. 4) If the City needs additional workers for a temporary period it will use a combination of overtime and hiring from the Union Hall as needed as long as it is efficient and cost effective.
- E. 5. c. The City and Unit 50, Local 18 of the IBEW are jointly committed to the efficient, safe, and effective operations of the utility. The survivability of BWP is critical to both, and as a major stakeholder in the system, Unit 50, Local 18 of IBEW would like a more active, formal role in contributing to the future of the utility, and in order to accomplish this, the parties will discuss the planning of system maintenance, service reliability, crew safety and size and training.
- E. 5. d. Disputes arising from the interpretation or implementation of this language will be resolved using the existing grievance procedure, with the exception of starting at Step 3.

F. DUES DEDUCTION

The City shall deduct and remit monthly to the Union, dues required of such employees as certified by a duly authorized representative of the Union, provided

such deduction is authorized in writing by the individual employee. Such deduction shall continue unless written notice of cancellation is given to the City.

The deduction authorization cancellation form shall be mutually agreed to by the parties and shall be processed by the City to be effective on the ending of the first complete pay period following April 1 of each calendar year. A copy of the processed cancellation forms shall be forwarded to the Union.

The City shall have no liability to collect Union dues for any month in which the employee, in his/her last full pay period, receives, after legal deductions, pay less than the amount of such dues. In addition, the Union shall indemnify and save the City harmless from any liability resulting from any and all claims, demands suits or other action arising from compliance with this Article.

G. MODIFICATION CLAUSE

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Council.

H. MAINTENANCE OF EXISTING CONDITIONS

All present written rules including the City Charter, City Municipal Code, Civil Service Rules, City Administrative Procedures, Personnel Policy and all present established practices, and management and employee rights, privileges and benefits shall remain in full force and effect unless specifically altered by the provisions of this MOU.

I. SAVINGS CLAUSE AND OBLIGATION TO MEET & CONFER

I. 1. Savings Clause

If any term or provision of this MOU is found to be in conflict with any City, State or Federal law, the parties agree to meet promptly, and as often as necessary, to expeditiously renegotiate this term or provision. All other terms and provisions of this MOU shall remain in full force and effect during the period of such negotiations and thereafter until their normal expiration date. The parties understand that many of the employees covered by this Memorandum of Understanding may also be covered by the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. Section 201 et seq. (FLSA). The parties further understand that the National Labor Relations Board has certified that the International Brotherhood of Electrical Workers, Local 18 – Unit 50 is a bona fide representative, for purposes of Section 7(b) of the FLSA, for all affected employees. To the extent that any provision herein conflicts with the FLSA, including but not limited to Section 7(b), employees covered by the FLSA shall receive benefits required there under and any additional benefits set forth herein if compatible with FLSA

I. 2. Obligation to Meet and Confer

The City and the Union agree that they will meet and confer on demand of either party during the life of this agreement to discuss changes in the method of payment of benefits to employees to enable the City to comply with withholding and reporting requirements of the Federal and State governments.

J. TERM OF AGREEMENT

This agreement shall extend the June 29, 2008 through June 23, 2012 contract and is effective as of June 5, 2012 unless otherwise specified herein. The term of this Agreement shall continue until the 30th day of June 2015, with the provision that should either party desire to terminate this Agreement, it shall notify the other party not less than sixty days prior to the 30th day of June, 2015. The parties, during the term of this Agreement, may mutually agree to consider other specific proposals.

Further, in the event the City and IBEW negotiate and agree to retroactive salary increases, such retroactive payments will not be determined by recalculating each individual IBEW member's pay for each pay period during the agreed upon retroactive time period. Each employee shall instead receive a payment equal to the percentage salary increase due to their title applied to the amount of base salary, and any additional earnings calculated on base salary, earned during the agreed upon retroactive time period. The retroactive payment calculated for each employee as described above may be adjusted by applying that employee's pro-rata share of the total salary increase dollars due to all IBEW members in that employee's title if BWP management determines applying the percentage salary increase without such pro-rata adjustment would disproportionately benefit or harm some employees. Such determination to apply the pro-rata share to the retroactive payments shall be made as a mutual agreement between the IBEW and BWP management.

The City and IBEW agree the procedure to calculate retroactive payments set forth above will closely approximate the retroactive payments due to employees rather than exactly calculate the payments. The City and IBEW agree this procedure significantly shortens the time needed to calculate retroactive payments, which benefits IBEW members, and also significantly reduces the City's administrative effort expended in calculating the payments, which benefits the City.

K. HEALTH, SAFETY AND WELFARE

Prior to and during any job action the Union agrees to maintain sufficient numbers of critical employees to ensure that Burbank Water and Power supplies necessary services to maintain the health, safety and welfare of the community.

**ARTICLE II
PAY FOR TIME WORKED**

A. HOURS OF WORK

A. 1. Definition - Work Day

Eight (8) hours of work shall constitute a work day.

A. 2. Definition - Work Week

The work week shall consist of five (5) consecutive work days followed by two (2) consecutive days off, except where alternate work week plans have been implemented (see **Exhibit B** and **Exhibit C** for 9/80 and twelve (12) hours work week agreements).

A. 2. a. The City Manager may authorize deviations from the work week, to include:

A. 2. a. 1) A work week beginning other than on Monday the last two (2) days of which shall be considered as the "first day off" and "second day off" respectively.

A. 2. a. 2) A work week beginning on Monday or any other day of the week depending upon shift assignment. Whenever a change in shift assignment results in an employee's having more than two (2) consecutive days off before beginning his/her new work week, his/her "second" day off shall be the second and fourth days off, respectively. Over a period of four (4) weeks or more, no employee shall be required as a part of his/her regular work week to work more than an average of forty (40) hours per week under this deviation.

A. 2. a. 3) Such additional hours, including work on holidays, as may be required by public necessity or convenience.

A. 3. Equalization of Benefits

Equalizing Benefits Schedules for employees on rotating shifts or whose days off are other than Saturday and Sunday shall be changed by department heads at periodic intervals so as to equalize holiday benefits. Such changes shall be effected insofar as possible to avoid overtime which would not have occurred except for the shift change.

B. ATTENDANCE

Employees shall be in attendance at their work during the regular hours of work and shall not absent themselves during working hours for any reason without the prior approval of the department head except in the case of emergency.

C. WAGE PLAN

- C. 1. Re- establishment of Five-Step Range**
Effective July 12, 2009, wage ranges for employees in IBEW represented classifications shall be converted from the ten-step wage range to a five-step wage range. There shall be a difference of five percent (5%) between steps.
- Effective the beginning of the pay period following June 5, 2012, wage ranges will be converted from the five-step wage range to the seven-step wage range. There shall be a difference of five percent (5%) between steps. The wages for all IBEW titles shall have an additional 2 steps at the bottom of the wage range, with the exception of the restructuring for Apprentices and Trainees in Article VI, Section B. 2.
- C. 2. Movement Within the Seven-Step Range**
The rate of compensation of every employee receiving compensation under the seven-step wage schedule shall be increased in one step increments, whenever he/she shall have been classified in his/her current step number for one year or in Step 1 for six months, provided such advancement coincides with a satisfactory performance evaluation. Classification shall commence on the date of appointment.
- C. 3. Failure to Perform Employee Evaluations**
Performance evaluations shall be performed by the employee's supervisor, subject to review by the department head, no less than annually on the employee's anniversary of the employment date. Failure to complete an evaluation on time will result in automatic advancement to the next eligible step, if any.
- C. 4. Appeal**
In the event there is an unsatisfactory performance evaluation, the wage increase herein provided for shall be suspended for a period of thirty (30) days during which time the employee concerned may appeal to the department head. If such appeal is filed, the department head shall afford the employee a hearing and determine that the employee has or has not attained sufficient efficiency or experience in his/her office or employment to warrant an increase in compensation. If the department head issues a denial, the employee shall receive no wage increase to the next higher eligible step number for the time being; however, if the department head overrules the wage increase suspension, the wage of the employee shall be advanced to the next higher eligible step number as of the date when it would have been advanced had there been no denial thereto.
- C. 5. Eligibility After Denial**
Failure to receive a wage increase as herein provided shall not preclude any employee from thereafter receiving such increase. After failing to receive a step number wage increase as herein provided, any employee

so affected shall receive such increase after he/she shall have been classified in his/her current step number for an additional six (6) months, provided it coincides with a satisfactory performance evaluation. In the event there is not a satisfactory performance evaluation, the employee shall be eligible for such increase yearly thereafter, subject, however to satisfactory performance evaluations.

C. 6. Acceleration

An employee's step advancement may be accelerated subject to the following conditions:

- C. 6. a.** The department head in his/her written request for acceleration certifies that the employee has performed his/her work in an outstanding, meritorious manner, giving the reasons therefore, or certifies that the employee has regular, full-time responsibilities of supervision whose rate of pay is equal to or less than one or more of his/her subordinates and that in making the request he/she has already exhausted the assignment resources which would have placed a senior supervisor over a senior subordinate provided that for supervisor responsibilities, the acceleration will not result in a rate of pay which shall exceed the rate of pay next higher than that of the highest paid subordinate, other than those subordinates who are being paid at a "Y" rate, are on temporary service, or are being paid a wage differential to which the supervisor is not entitled. Request for acceleration on the basis of supervisory/subordinate relationship shall be submitted to the City Manager through the Management Services Director and the department head shall use such references as the class specifications and the most recent organization chart approved by the City Manager, or in case these are not conclusive, he/she shall include a written statement setting forth the duties and the place of the position in the department organization. The anniversary date of the supervisor whose wage is accelerated as herein provided shall not be changed by such acceleration.
- C. 6. b.** At least six (6) months have elapsed after the employee's appointment to the classification.
- C. 6. c.** Not more than two (2) wage steps are recommended.
- C. 6. d.** The employee has had no previous step advancement acceleration during his/her employment in the particular classification.
- C. 6. e.** The employee's seniority held in the step from which advanced is carried forward.

C. 7. Advance in Wage Upon Promotion

When an employee is advanced from one title to another, the employee is to be advanced to the next higher wage and the seniority held in the title and step from which the advance is to be carried forward to the new title.

D. WAGE AND RETIREMENT FORMULA

D. 1. Wage

D. 1. a. Effective June 29, 2008 and January 11, 2009, the City and Local 18 agreed to wage increases based on survey.

D. 1. b. Effective July 12, 2009, the wages for all IBEW positions will be increased up to a maximum of 4% of the total wages for the IBEW bargaining unit on a prorated methodology agreed to by the City and union based on survey.

D. 1. c. Effective July 11, 2010, the wages for all IBEW positions will be increased up to a maximum of 4% of the total wages for the IBEW bargaining unit on a prorated methodology agreed to by the City and union based on survey.

D. 1. d. Effective June 26, 2011, the wages for all IBEW positions will be increased up to a maximum of 4% of the total wages for the IBEW bargaining unit on a prorated methodology agreed to by the City and union based on survey.

D. 1. e. For Fiscal Year 2012-13, the wages for all IBEW positions will be increased up to a maximum of 4% of the total wages for the IBEW bargaining unit on a prorated methodology agreed to by the City and union based on survey.

D. 1. f. For Fiscal Year 2013-14, the wages for all IBEW positions will be increased up to a maximum of 4% of the total wages for the IBEW bargaining unit on a prorated methodology agreed to by the City and union based on survey.

D. 1. g. For Fiscal Year 2014-15, the wages for all IBEW positions will be increased up to a maximum of 4% of the total wages for the IBEW bargaining unit on a prorated methodology agreed to by the City and union based on survey.

D. 2. PERS

2. a. The parties implemented the 2.5% @ 55 PERS Retirement Formula effective June 16, 2008.

D. 2. b. Effective July 13, 2008, the City ceased to contribute the Employer Paid Member Contribution on behalf of the employee, and each affected employee assumed the obligation to contribute the 8% member paid contribution to PERS.

D. 2. c. In implementing the provisions of this Section, each affected employee shall be obligated to contribute any increase in employee contributions which may hereafter result from any state or federal enactment or action which increases the total employee contribution rate above its current level of eight percent (8%).

D. 3. **Salary Survey**

D. 3. a. The City and IBEW agreed to back out 8% from Burbank salaries for salary survey purposes. Further, the City and IBEW agreed to back out 8% from Glendale salaries for salary survey purposes.

For Fiscal Year 2011-12, 7% will be backed out from Burbank and Glendale salaries for salary survey purposes. For Fiscal Year 2012-13, 6% will be backed out from Burbank and Glendale salaries for salary survey purposes. For Fiscal Year 2013-14, 5% will be backed out from Burbank and Glendale salaries for salary survey purposes. For Fiscal Year 2014-15, 4% will be backed out from Burbank and Glendale salaries for salary survey purposes.

D. 3. b. For survey cities that provide retention pay, the retention pay amount shall not be included in those cities' salaries for salary survey purposes. The BWP General Manager may, at his or her sole discretion and for retention and recruitment purposes, provide retention pay of up to 5.25% to any IBEW classification. Any retention pay will not be included in Burbank salaries for purposes of salary survey.

D. 4. **Retirement Incentives**

The parties agree to provide Supplemental Employee Retirement Plans at the discretion of management when appropriate to maintain the sustainability of the utility. The Supplemental Employee Retirement Plan will be for two years of service credit with the contract to be with Public Agency Retirement System (PARS).

D. 5. **Survivor Benefits**

Effective July 16, 2003, the retirement benefits shall include Fourth Level of 1959 Survivor Benefits under Section 21574 of the California Government Code and Post-Retirement Survivor Allowance to Continue After Remarriage under Section 21266 of the California Government

Code. The cost of this benefit will be paid by employees. To the extent that the miscellaneous employees' surplus, held at PERS, is available to abate the cost payment, then this cost will be made from such funds.

Effective July 16, 2003, the PERS Pre-Retirement Optional Settlement 2 Death Benefit under Section 21548 will be implemented. This will be implemented at no cost to the employee.

(The spouse of a deceased member, who was eligible to retire from service at the time of death, may elect to receive the Pre-Retirement Optional Settlement 2 Death Benefit in lieu of the lump sum Basic Death Benefit. The benefit is a monthly allowance equal to the amount the member would have received if he/she had retired from service on the date of death and elected Optional Settlement 2, the highest monthly allowance a member can leave a spouse.)

E. OVERTIME PAY

E. 1. Policy

The Personnel Policy of the City of Burbank discourages overtime work. Overtime will not be permitted except in cases of emergency (as defined by the Department Manager) or when the public health, safety or welfare requires it. Department Managers are responsible for giving prior approval of any overtime to be worked except in case of emergency, and shall make every effort to reschedule work to avoid overtime. Overtime usage will be reviewed by the City Manager or his/her designated representative to determine whether the authorized overtime was due to an emergency or that public health, safety or welfare required it.

E. 2. Definition of Overtime Work

Overtime work is work performed by an employee of the City in excess of eight (8) hours a day, or on a holiday, or at times other than those normally required for his/her employment, except that voluntary in-service training shall not constitute overtime work to the extent that time spent in such training does not exceed the hours of work stipulations of the Fair Labor Standards Act.

E. 3. Dispute as to Normal Hours of Employment

Any dispute or question of fact as to what time or times are normally required for the employment of any employee shall be decided by the City Manager and his/her decision shall exhaust administrative remedies.

E. 4. Overtime Compensation for Continuous and Non-Continuous Operations Employees

The parties agree overtime compensation for all continuous and non-continuous operations employees will be implemented as follows:

Normally, all overtime is paid at the rate of 1 ½ x hourly wage, however, the overtime rate between 2200-0630, or between 2200 and start of scheduled Day Shift, and all day Sunday, shall be at 2 x hourly wage. Also, the overtime rate shall be 2 x hourly wage for the hours worked after 9 continuous hours of 1 ½ x hourly wage have been worked except that continuous operations employees working sick relief callout will be paid in accordance with the provisions of the sick relief callout language contained in this MOU.

- E. 4. a. **Scheduled Overtime**
Overtime will be considered scheduled if the assignment is made 24 hours in advance.
- E. 4. b. **Cancellation of Scheduled Overtime**
When scheduled overtime occurs on a scheduled day off (ex: Saturday, Sunday, 9/80 day, City Holiday) and is cancelled with less than 24 hours notice, the employee shall receive a payment equivalent to two (2) hours at straight time.
- E. 4. c. **Unscheduled Overtime**
 - E. 4. c. 1. Sick Relief Call Outs (continuous operations employees *only*): 2 x hourly wage for all Night Shifts (1800-0600) and for Day Shifts on Sundays. Employees working Day Shifts (0600- 1800) will be paid 1 ½ x hourly wage.
 - E. 4. c. 2. All Other Call Outs: To be a 2 hour minimum at 2 x hour wage. Overtime rates are then in accordance with time of day and day of week for anytime past 2 hours.
 - E. 4. c. 3. Overtime After 12 Hours: Any employee working over 12 continuous hours, shall be paid 2 x hourly wage for hours worked beyond 12 hours until such time that the employee is relieved from duty.
- E. 5. **Overtime Pay - Call Back**
 - E. 5. a. When an employee is called back to work or is called to work on a day when he/she would normally be off duty, or is called to work on a shift to which he/she is not assigned, he/she shall be paid a minimum of two (2) hours at the rate of two (2) times their regular hourly compensation even though he/she works less than two hours regardless of length of notice.
 - E. 5. b. If a call back proceeds into a regularly scheduled shift, the regular shift is compensated at one and one-half (1½)

times their regular hourly compensation, unless less than two (2) hours are worked preceding the start of the shift or more than 24 hours notice is given at which time their regular shift is compensated at straight time. When an employee is called to work less than two (2) hours before the start of this assigned shift, he/she shall be paid a minimum of two (2) hours of pay at the rate of two (2) times their regular hourly compensation.

E. 5. c. If a call back exceeds two hours, but does not proceed into a regularly scheduled shift, the hours worked in excess of the two (2) hour minimum are compensated at one and one-half times (1½) their regular hourly rate.

E. 5. d. All employees will be compensated from the time they report to work; plus, for all employees who are not subject to shift and/or stand-by pay (i.e. call-out crews Power System Operator IIs, Power Plant Operator Trainees, Power Plant Operators, Senior Control Operators, Power Plant Shift Supervisors), an additional 30 minutes of compensation at the appropriate above rate. They will be expected to respond directly to the BWP campus.

E. 6. Overtime Pay - Call Out Crew

All Call out crews for the Water and Electrical Distribution Sections have been established to provide a guarantee that, in the event there is a problem in the Water and/or Electrical Distribution Systems, there will be qualified personnel available. Response time shall be limited to no more than one hour. Therefore, a forty (40) mile radius from BWP shall be established. Electrical Supervisors will take their assigned City vehicle home.

E. 6. a. 1) The Electrical Distribution Section call-out crew will consist of five (5) employees. The composition of the crew will vary somewhat due to fluctuations in the number of employees in the various positions. At least two (2) must be Line Mechanics or Seniors. Usually the call-out crew will consist of:

One (1) Line Mechanic Supervisor

Two (2) Line Mechanics or Seniors

Two (2) Apprentice Line Mechanics or combinations that include Utility Line Mechanic, Conduit Mechanic or Senior Conduit Mechanic. The City may call to work as many of the crew as are necessary to safely perform the work.

The Water Section call out crew will consist of one (1) Supervisor from the Maintenance and Construction Section and one (1) Supervisor from the Production/Operations

Section. The Supervisor(s) from Maintenance and Construction Section may share this task with other non-IBEW represented personnel and the Supervisor from Production/Operations may share this task with other non-IBEW represented personnel.

The City reserves the right to call additional or other employees as the City deems necessary. The call out crew will go on duty at the end of the first normal shift of the week. They will go off duty at the start of the first normal shift of the following week. A simple rotation list will be established and posted.

E. 6. a. 2) Employees in the program are responsible for checking the posted schedule. Employees will arrange for their own replacement whenever possible. Forms have been made available for reporting changes. They must be signed by both employees requesting a change. Substitutions due to unplanned leave will be handled by the Supervisor.

E. 6. a. 3) Substitutions due to unplanned leave will be handled by the supervisor as follows: The first employee of the qualifying classification for the succeeding week(s) will be asked to substitute for the missing employee for each day absent up to 1 week. The substituting employee does not relinquish his/her original scheduled rotation.

E. 6. b. Electrical Distribution System employees shall be compensated at a rate equal to two (2) hours pay per day of such assignment except that Saturday (or its equivalent) shall be compensated at a rate equal of three (3) hours pay and Sunday (or its equivalent) shall be compensated at a rate equal to four (4) hours pay. Holidays observed pursuant to the Memorandum of Understanding shall be compensated at the Sunday rate above. The above compensation will be in addition to any normal shift or overtime compensation as spelled out in the Memorandum of Understanding.

Electrical Supervisors will be compensated from the time they respond to a page. They will be expected to respond directly to the location of the problem. In the event the Supervisor on call, or other call out crew member, is called for information between the hours of 10:00 pm and 6:00 am, they will be compensated for a call out.

Water Section Supervisors (or designee) shall be compensated at a rate of one (1) hour of straight time per day of such assignment.

Water Supervisors will be compensated from the time they respond to a page. In the event the Supervisor on call, or other call out crew member, is called for information between the hours of 10:00 p.m. and 6:00 a.m., they will be compensated for a call out at the applicable rate.

- E. 6. c.** Employees must notify the standby supervisor as soon as possible, but not less than one working day, when a change is to be made.
- E. 6. d.** If an employee calls in sick for his/her regular shift, he/she will be considered unavailable for call out duty and a replacement will be scheduled for that day. If an employee calls in sick on the shift prior to a regularly scheduled day off, replacements will assume call out duties and compensation until the employee returns to a regular shift. If an employee, on call out duty, becomes sick after his/her normal shift and feels he/she cannot respond he/she must inform the Guard House immediately. If an employee continually calls in sick, or continually asks for changes, or is continually unavailable he/she may be removed from the program for a period of up to one year. Such removal shall not be construed as a disciplinary action.
- E. 6. e.** An employee on call out status must have the communication device in his/her immediate possession. Employees will be responsible for the communication device assigned to them. It will be the employee's responsibility to check for a low battery condition daily. In the event of a low battery condition, it is the employee's responsibility to correct this condition immediately. Batteries are available from the supervisors and the guardhouse. If a pager malfunctions, is lost or stolen, it is the employee's responsibility to get the spare pager from the property guard. If the spare is unavailable, the supervisor must be informed immediately. Communication devices must be returned to the supervisor at completion of employee's call-out duty. When paged or if a call is "missed", the employee shall respond by calling the response number within fifteen (15) minutes. When an employee responds to a page, he/she will identify himself/herself by name and pager number. All call outs will be routed through the guardhouse. This is necessary for accurate record keeping. The Guard on duty will log the time of the page, the time of the response and the time the employee arrives for work. Forms will

be provided for this. Failure to respond to a page will result in progressive discipline:

- E. **6. e. 1)** The first time an employee fails to respond to a page will result in loss of compensation for that day's call out pay and will receive verbal counseling.
- E. **6. e. 2)** The second time an employee fails to respond will result in the loss of compensation for that day's call out pay and suspension from the program for the remainder of that call out week. He/she will also receive an oral reprimand.
- E. **6. e. 3)** The third time an employee fails to respond will result in loss of compensation for that day's call out pay and suspension from the program for up to one year and a written reprimand.
- E. **6. f.** An employee must be fit to perform their regular job duties. If an employee responds to a call out under the influence of alcohol or drugs, he/she will be suspended from the program for one year. Failure to comply with these rules will result in progressive discipline. For the purposes of these rules, verbal counseling's will be removed from the file after one (1) year. An exception to this would be if the counseling has progressed to an oral or written reprimand. If an employee receives more than four (4) verbal counseling's in a twelve (12) month period, he/she may be suspended from the program for up to one (1) year.

If, in the opinion of the Electrical Distribution Supervisors or the Water Managers, an employee has demonstrated sufficient job knowledge to do the work safely he/she will be given the opportunity to participate. This will be subject to periodic review by the supervisors and/or management.

- E. **6. f. 1)** Failure to perform duties adequately on a call out crew may result in a suspension from the program for up to one year. Prior to the suspension being imposed, the employee will be given the opportunity to voluntarily withdraw from the program or to appeal the supervisor's decision to the next level of management.
- E. **6. f. 2)** The employee may participate in the program again following a recommendation of the supervisor based on the employee's skill level.

E. 7. Compensatory Time Off (CTO) In Lieu of Overtime

Each employee will be allowed to accrue up to 240 hours of compensatory time off in lieu of overtime pay. Time off shall be given for a period equal to the appropriate overtime rate. Although there is no monthly limit on the accrual of compensatory time off, BWP Managers shall not permit any employee to accumulate CTO in excess of 240 hours. Compensatory time off may be cashed out at any time and built back up without reprisal.

By entering into this Agreement it is the intent of the Parties to comply with the Fair Labor Standards Act (FLSA) regarding the use of CTO as interpreted by the Ninth Circuit in the case of *Mortensen v County of Sacramento*. Through this Agreement, the Parties have identified what they believe constitutes reasonable notice of a request to use CTO and the obligations of each employee and BWP when a request is made. However, because of the unpredictability of utility work, the Parties agree that BWP reserves the right to deny any request(s) to use CTO if, under the circumstances, the procedures identified below will not eliminate the “undue disruption” of the utility.

Employees’ may request to use their compensatory time off in the same manner as vacation is scheduled. Use of compensatory time off shall be with the approval of BWP Managers. The Parties agree that BWP shall not be required to backfill a request to use CTO with another employee using overtime because backfilling defeats the cost savings associated with granting CTO and is unduly disruptive to the operation of the utility. Although the parties anticipate this will not happen, if the request to use CTO cannot be granted within six months after the request is made, the employee will receive the cash out value of the CTO he has requested to use.

F. DIFFERENTIAL PAY

F. 1. Definitions

For purposes of this section, the following definitions shall govern:

F. 1. a. “Full-time employee” shall mean an employee who normally works forty (40) hours or more a week exclusive of overtime.

F. 1. b. “Second shift” shall mean an eight (8) hour work period starting between the hours of 1400 and 1959.

F. 1. c. “Third shift” shall mean an eight (8) hour work period starting between the hours of 2000 and 0200.

F. 1. d. “Differential pay” shall mean that addition to the base wage of an affected employee. All differentials/fringes/or other special compensation will be reported separately to PERS.

- F. 2. Compensation Amount**
Affected employees shall receive differential pay in such amount and under such terms and conditions as specified by resolution of the Council.
- F. 2. a. Second Shift Differential**
Full-time employees working a second shift assignment shall receive \$1.05/hour for each hour worked, exclusive of overtime (not to exceed 8 hours per shift).
- F. 2. b. Third Shift Differential**
Full-time employees working a third shift assignment shall receive \$1.25/hour for each hour worked, exclusive of overtime (not to exceed 8 hours per shift).
- F. 2. c. Asbestos Handling and Removal Differential**
Power Plant Maintenance Supervisor, Senior Power Plant Mechanic, Power Plant Mechanic and Power Plant Maintenance Trainees (when they become certified to perform the work) shall receive a differential of 6.4%. Qualified employees in classifications not specified above will receive the premium payment only for the hours they perform the duties of asbestos handling and removing.
- F. 2. d. Hazardous Material Premium**
Employees in the affected classification will receive premium payment when performing duties in the cleanup and disposal of hazardous material. This premium will consist of an additional half time payment in addition to the applicable rate at the time of duties of cleanup and disposal are performed.
- F. 2. e. Zero Liquid Discharge Trainer**
Employees in the Power Plant when assigned to train on Zero Liquid Discharge procedures will receive a premium payment of 5% added to their base wage. The parties have agreed that during the life of this contract, two employees will be designated as ZLD Trainers.
- F. 2. f. Trainer Assignment**
The parties agree that any non supervisory employee who is assigned to the position of trainer for an apprentice program, or a long-term employee training program, shall receive a premium payment of 7.5% added to their base wage. Management has the right to determine the number of employees who will receive this training differential.
- F. 2. g. Bilingual Bonus**
Any employee who in the course of his or her duties, are called

upon to speak a second language. This language shall not be construed as to modify existing description of duties for those affected classifications. A bilingual bonus will be paid to qualified employees who are assigned to speak a second language. Such assignment shall not be arbitrary and capricious. Employees desiring to receive the bonus must have their proficiency in a second language evaluated through the standard method already mutually agreed upon between the City and IBEW.

\$100/month – Full Time Employees

F. 2. h. Crane Differential

Designated employees trained and certified to operate a crane will receive 1% added to their base wage. Management has the right to determine the number of employees who will receive the 1%. Employees currently certified and trained will be paid the 1% at least until the time of the next certification.

G. WORKING OUT OF CLASS

G. 1. Policy

It is the policy of the City to pay employees for working out of class because of a temporary position vacancy. When a position becomes vacant, the Department Manager will first determine whether the position must be filled, whether the more responsible functions of the position can be assumed by the next higher level, or whether the balance of duties may be dispersed to a number of other positions. If it is not possible to accommodate the work load using the aforementioned, the Department Manager may recommend that an employee be assigned to work out of classification.

G. 2. Out of Class Pay - First Hour

All IBEW employees when assigned to work out of classification in accordance with the policy outlined in **G.1.** of this section shall receive 7.50% or the bottom of the range of the WOC classification, whichever is greater. If 7.50% exceeds the top of the range, then it will be a flat 5.00% or top of the WOC range, whichever is greater. Existing permanent differential/fringes processed on a Personnel Action Form (PAF) will be added back onto the wage base. In addition, any new differentials/fringes that may apply to the WOC position and which the employee is qualified to receive will also be added to the base wage. For 12-hour shift employees WOC in a non-12 hour shift assignment, please refer to Exhibit C regarding retention of holiday/shift differential.

**ARTICLE III
PAY FOR TIME NOT WORKED**

A. HOLIDAYS

A. 1. ECC Center Holidays

All Power System Operators II shall receive a holiday pay differential as specified in Section 3 of Exhibit C.

A. 2. Specified Power Plant Holidays

All Power Plant Shift Supervisors, Senior Control Operators and Power Plant Operators, and Power Plant Operator Trainees shall receive a holiday pay differential as specified in Section 3 of Exhibit C.

A. 3. Holidays for All Others

The following legal holidays shall be observed by all other affected IBEW classifications, except those titles set out above:

1. January 1st, known as "New Year's Day"
2. Third Monday in January, known as "Martin Luther King Day"
3. Third Monday in February, known as "Washington Day"
4. Last Monday in May, known as "Memorial Day"
5. July 4th, known as "Independence Day"
6. First Monday in September, known as "Labor Day"
7. November 11th, known as "Veterans Day"
8. Fourth Thursday in November, known as "Thanksgiving Day"
9. Fourth Friday in November, known as the day after Thanksgiving Day
10. December 25th, known as "Christmas Day"
11. Four hours on the afternoon of either December 24th, known as "Christmas Eve" or four hours on the afternoon of December 31st, known as "New Year's Eve" or four hours pay in lieu of this time.

A. 4. Holiday Scheduling

If a legal holiday falls on a day on which an employee would normally work, he/she shall be entitled to the day off with pay, or if he/she works, to additional compensation as provided in the rules on overtime. If any of the foregoing legal holidays fall on an employee's first or second day off, the nearest preceding or following work day, respectively, shall be the employee's day off, and the employee shall be entitled to additional compensation as provided in the rule on overtime if he/she works on such day. An employee must be in a pay status on either the day preceding or day following the legal holiday to qualify for compensation for that holiday. An individual must be employed by the City of Burbank on the day of the holiday to qualify for holiday pay.

B. FLOATERS

B. 1. Power System Operators II Floaters

Full-time Power System Operators II who are employed with or hired by the City between July 1 and December 31 of each year shall receive twelve (12) hours of additional leave with pay, during the fiscal year. Full-time Power System Operators II who are hired by the City between January 1 and June 30 of each year shall receive six (6) hours of additional leave with pay during the fiscal year.

B. 2. Specified Power Plant Floater

Full-time Power Plant Shift Supervisors, Senior Control Operators, Power Plant Operators and Power Plant Operator Trainees who are employed with or hired by the City between July 1 and December 31 of each year shall receive twelve (12) hours additional leave with pay, during the fiscal year. Full-time Power Plant Shift Supervisors, Senior Control Operators, Power Plant Operators, and Power Plant Operator Trainees who are hired by the City between January 1 and June 30 of each year shall receive six (6) hours additional leave with pay during the fiscal year.

B. 3. Floaters for All Others

All other full-time IBEW affected classifications who are employed with or hired by the City between July 1 and December 31 of each year shall receive twenty six (26) hours of additional leave with pay, during the fiscal year. All other full-time IBEW affected classifications who are hired by the City between January 1 and June 30 of each year shall receive ten (10) hours of additional leave with pay during the fiscal year.

B. 4. Floaters Scheduling/Compensation

Leave in compliance with section B of this Article shall not be denied solely on the basis of the City's need to cover the position with an overtime replacement. An employee will be compensated at their regular hourly rate for unused leave under this section at the end of each fiscal year or upon resignation.

B. 5. Holiday Pay/Employees Assigned to a 9/80 Work Schedule

The City will provide 9 hours pay for a Holiday that falls on a 9 hour work day for employees assigned to a 9/80 work schedule.

C. SICK LEAVE

C. 1. Use

Sick leave shall not be considered as a right which an employee may use at his/her discretion. Sick leave is intended to provide protection against loss of earnings due to illness or injury, illness in the immediate family or for pre-approved medical or dental appointments. Sick leave may be granted by a Department Manager if an employee is disabled from a job incurred injury after exhausting his/her industrial accident leave.

C. 2. Notice

- C. 2. a. An employee taking sick leave because of personal illness or injury or illness in the immediate family, shall notify his/her Department Manager or the designated representative either prior to or within two hours after his or her scheduled starting time, as specified by the Department Manager, but any specified notification must be reasonable and for cause.
- C. 2. b. An employee taking sick leave for a medical appointment shall notify his supervisor not later than the work day prior to that appointment.
- C. 3. **Sick Leave Revoked**
The City Manager shall revoke sick leave if it is determined that the employee is not in compliance with the provisions of paragraphs **C. 2. a. and C. 2. b.** above.
- C. 4. **Return to Work**
 - C. 4. a. **Medical Certificate**
When an employee is absent more than three (3) consecutive work days on sick leave, his/her Department Manager will require him/her to file a physician's or practitioner's certificate or a personal affidavit stating the cause of such absence.
 - C. 4. b. **Medical Authorization for Return-To-Work**
Submittal of a physician-signed copy of the City's Medical Authorization for Return-to-Work form is mandatory for sick leave taken due to back injury or heart trouble. If the employee is not under the care of a personal physician, then the City's authorized physician will examine the employee before signing the Return-to-Work form.
 - C. 4. c. **Medical Release Form**
The City's Medical Release procedure encompasses the release of the employee to work only after examination by the City's Medical Consultant or examiner and will be required only in those cases involving back injury or heart or suspected heart conditions.
- C. 5. **Sick Leave Without Pay**
Sick leave without pay may be granted by a Department Manager after accumulated sick leave is exhausted. Application must include a physician's statement in writing showing the need and the duration. The City contribution toward an employee's cafeteria and life insurance benefits shall continue at the normal rate for up to three months.
- C. 6. **Sick Leave Accrual**
 - C. 6. a. An employee shall be entitled to one day of sick leave

for each calendar month during which he/she is employed by the City with pay.

C. 6. b. Employees absent without pay in excess of 40 hours in any one pay period shall not receive sick leave accrual for the same pay period.

C. 6. c. In computing compensation payable for sick leave, the compensation paid shall be the amount the employee would earn during the sick leave period if working at his/her current rate of pay and work schedule without the inclusion of overtime earnings.

C. 7. **Compensation for Accrued Sick Leave**

If an employee with unused sick leave credit

- a. dies;
- b. retires under the City's retirement system or resigns when eligible for such retirement;
- c. resigns to enter a City elective office without a break in continuity of City service and serves in such office employment until retired under the City's retirement system; or
- d. is laid off because of the abolition of his/her position or employment or because of absence of funds;

he/she or his/her estate shall be entitled to receive one-half (1/2) of the value of his/her accrued sick leave computed from his/her last base wage as an employee. Payment shall be made as soon as practicable following the occurrence of any of the foregoing events.

D. **VACATION**

D. 1. **Accrual**

All full-time affected employees shall accrue vacation as follows:

D. 1. a. Two (2) calendar weeks per year;

D. 1. b. Upon the completion of five (5) years of continuous service, an additional calendar week shall be added to the allowance currently available and the annual allowance thereafter shall be three (3) calendar weeks per year;

D. 1. c. Upon completion of fifteen (15) years of continuous service, an additional calendar week shall be added to the allowance currently available and the annual allowance thereafter shall be four (4) calendar weeks per year.

D. 1. d. Vacation accrued in any current year may be taken in the year in which it is accrued with the consent of the department manager subject to such procedures and limitations as may be specified by the City Manager.

- D. 1. e. Employees absent without pay in excess of 40 hours in any one pay period shall not receive vacation accrual for that same pay period.

- D. 2. **Vacations - Termination of Employment**

Upon resignation, death, or other termination of employment, all vacation accrued to the employee shall be granted and a cash settlement will be made.

- D. 3. **Vacation Use**

Department is responsible for scheduling the vacations of City personnel so that the vacation absenteeism does not interfere with productivity. Vacations shall be taken during the calendar year following their accrual except that the department head may authorize such accrued vacation or any portion thereof to be carried over into the succeeding calendar year. Further carry-over of accrued vacation beyond a year's accrual shall require the approval of the City Manager or his/her designee. Accrued vacation that will be lost unless carried over shall, in the City Manager's discretion, be compensated in cash.

Employees may utilize their accrued vacation time in minimum increments of one hour subject to prior approval of the department head.

- E. **UNIVERSAL LEAVE**

The parties agree to establish a joint labor/management committee to further explore the option of creating a universal leave program to consolidate a variety of leaves (i.e. floaters, sick, vacation, etc).

- F. **JURY SERVICE**

- F. 1. **Jury Summons**

Employees receiving a "Jury Summons" shall notify their supervisors within one working day, by presenting a copy of this document. Since the receipt of this notice indicates that no exemption or personal excuse has been granted, the employee will report to jury service as directed by the Court. If the employee is unable to notify his/her supervisor of his/her jury summons, he /she should report to the Court as instructed and notify his/her supervisor at the earliest possible time.

- F. 2. **Reporting for Jury Service**

Upon reporting for actual jury service, the employee shall notify the Jury Supervisor that he/she is a City employee receiving paid jury leave, and file his/her Certificate of Jury Service (which he/she obtains from his department) with him/her. Upon completion of jury service, the employee shall obtain this form, completed by the Court, and present it to his/her Department.

F. 3. Compensation for Jury Duty

All employees will receive regular pay during time actually lost from work due to jury duty. Employees will be excused from night shift assignments if they are scheduled for jury duty on the following day, or the current day. The term regular pay means full pay for regularly scheduled work, which the employee would have received had he/she not been called to jury service, including shift premium or schedule differentials that would have resulted from regularly scheduled work. All time spent on jury leave must be accounted for. If an employee is excused from jury service on a normal workday, he/she is expected to report for work. Employees must account to their Departments for any time off for illness or other reasons, while on jury duty. Upon completion of jury service, the employee shall submit to the City Treasurer's Office the warrant for jury fees and mileage. The City Treasurer's Office shall cash the warrant and return to the employee that portion of the warrant covering mileage, and jury fees representing jury service performed by the City employee on his/her regular day off.

F. 4. Return from Jury Duty

Upon returning from jury service, the employee shall submit the completed "Certification of Jury Service", (Form B-62411) to his/her Department which will account for all regularly assigned workdays during which the employee was on jury duty. Regularly assigned workdays on which the employee did not report for work or for jury duty may not be paid unless covered by sick leave, vacation time, or accumulated overtime, as they would for a normal absence.

G. MATERNITY LEAVE

G. 1. Notification

When an employee is unable to continue to work due to pregnancy, she should notify her supervisor and bring in a medical certificate. At that time, the employee shall be placed on family medical leave (FMLA) in accordance with Article VI, Section F of this Memorandum of Understanding. The employee will use any sick leave, or vacation time she has accrued up to that point. If the employee does not have any accrued leave on the books, she will be placed on a leave without pay status. Flex benefits will be continued up to three months of absence while in a leave without pay status. After three months of leave without pay, the employee shall make premium payments to the Benefit's Office for any insurances she wishes to continue.

G. 2. Extension of Leave

After FMLA time is exhausted, the employee shall be entitled to an additional sixteen (16) weeks of maternity leave. As such, a total leave of seven (7) months shall be allowed for maternity leave. If the employee

cannot return to work by that time, then the City may terminate her services. However, additional time beyond the seven (7) months may be requested by the Department Manager, with advice and counsel from the treating physician, and may be granted at the sole discretion of the City Manager.

G. 3. Return to Work

Upon return from maternity leave, "Medical Authorization for Return-to-Work" should be completed by her physician or practitioner and given to the supervisor. The employee will have the option to return to her former position which she vacated prior to maternity leave. She will retain her seniority, wage and benefits due.

G. 4. Termination & Reinstatement

When an employee terminates, but is reinstated within one (1) year of the date she left work, such reinstatement shall be within the same wage step and without any loss in vacation time or other fringe benefits related to tenure.

H. LEAVE - DEATH IN FAMILY

H. 1. Policy

An employee shall be entitled to absent himself/herself from work in the event of the death of a member of his/her immediate family. The City Manager may in his/her discretion, authorize pay for all or any portion not to exceed 3 regularly scheduled workdays of such leave, provided a written request for such pay is filed. Any absence in excess of 3 regularly scheduled workdays shall be in accordance with the existing rules.

H. 2. Definition - Member of Family

For purpose of this rule the term "member of the immediate family" is limited to:

H. 2. a. any relative by blood or marriage who is a member of the employee's household, and

H. 2. b. Parents; step-parents; spouse; registered domestic partner; children; step-children; brother/sister; grandparents/grandchildren; son/daughter in-law; father/mother in-law; sister/brother in-law; grandparents in-law, great-grandparent and great-grandchildren, or responsible guardian or person who has acted in that capacity, regardless of place of residence; and/or any blood relative of the employee residing in the immediate household of the employee.

I. INDUSTRIAL ACCIDENT LEAVE

If an employee is compelled to be absent from duty on account of any injury or disease which comes under the State of California Worker's Compensation

Insurance and Safety Act, he/she shall receive compensation from the City for each such accident as follows. The City will pay full wage for up to six months for each injury. After the six month period, temporary disability benefits are paid at the current statutory rate. The employee shall not be entitled to avail himself/herself of any sick leave or vacation benefits while he/she is receiving temporary disability indemnity under the provisions of the Worker's Compensation Insurance and Safety Act, except that in the discretion of the City Manager he/she may be permitted to take as much of his/her accumulated sick leave or his/her accumulated vacation as, when added to his temporary disability indemnity, will result in the payment to him/her of not more than 100% of his normal gross wage.

J. MILITARY LEAVE OF ABSENCE

An employee may be absent on paid military leave for thirty (30) calendar days per fiscal year (as shown on official orders) pursuant to Sections 395 through 395.8 of the Military and Veterans Code of California. An employee may be absent on unpaid military leave beyond thirty (30) calendar days pursuant to said code. The employee shall furnish to the department satisfactory proof of his/her orders to report for duty and of his/her actual service pursuant to such orders. He/she shall be returned to City service thereafter as provided in said Code.

K. EMERGENCY LEAVE

An employee may be excused from work without loss of pay for emergencies or special circumstances not covered by this rule. Such leave of absence may be granted by the department head for not to exceed one (1) day. For longer periods of time, approval of the City Manager is required. Any emergency leaves of absence in excess of fifteen (15) days shall be brought to the attention of the Civil Service Board. Emergency leave may be granted to employees in instances where actual or potential damage to an employee's personal residential property or personal belongings due to natural or civil disasters requires the employee's presence to protect, salvage or restore his property to a safe condition; death in the immediate family requires more than the three days of death leave (not to exceed two days of emergency leave); an employee is subpoenaed to appear in court as a witness; other emergencies or special circumstances not covered by Civil Service Rule XV requires an employee's absence from work.

L. RELIGIOUS HOLIDAYS

Any employee who desires leave from work to attend religious services on a religious holiday may be excused by the department head, or the City Manager, for not to exceed three (3) hours each calendar year. This absence shall be leave without pay unless the employee chooses to use accrued vacation, in-lieu, or floating holiday time. Unless the services of employees are required by public necessity or convenience, they shall be allowed to absent themselves as herein provided.

M. REST PERIODS

Employees will be provided two rest periods, consisting of fifteen minutes each, one during each half of a regular eight hour shift. Rest periods should be taken on the premises and will be assigned by the Department Manager or his/her designee. Rest periods taken in the field should conform to this policy. No rest period will be permitted within the first or last hour of the shift unless approved by the Department Manager. (See Exhibit H for extended work period policy)

N. TIME OFF FOR MUNICIPAL, COUNTY AND STATE ELECTIONS

Time off will be provided employees who, as registered voters, do not have time to vote before reporting for work or after finishing work. The employee shall notify his Department Manager two days prior to the election of his/her need and reason for the time off. The employee may take as much time off as needed, whether it be at the beginning or the end of the day, yet will only be compensated for a maximum of two hours of regular working time.

O. TIME OFF FOR CIVIL SERVICE BOARD MEETINGS

Employees shall be granted time off without loss of pay to attend meetings of the Civil Service Board which are scheduled during the employee's regular working hours, if the employee is Chairperson of an employee organization or vice chairperson, if the Chairperson is unable to attend; present on official business before the Board including an appeal by the employee, or representation of an employee by another for the purpose of appeal; or present because, in the opinion of his/her Department Manager, the interests of the City are served by having the employee present. Employees may attend Civil Service meetings by notifying the Department Manager at least 24 hours prior to the meeting. As soon as the business for which the employee is attending the meeting is completed, unless otherwise authorized, the employee must return to work.

P. TIME OFF FOR TRAINING

The City will establish and provide reasonable levels of formal annual training for all affected IBEW classifications.

Q. LEAVE FOR UNION SERVICE

See special provisions under **Article I Section E. 4.**

R. LEAVE POLICIES

R. 1. Return at Expiration of Leave

Upon the expiration of any leave, other than a military leave, the employee shall be returned to the same class of position or to any position to which he/she had been eligible to transfer at the time his/her leave of absence was granted.

R. 2. Return From Temporary Assignment

Upon the termination of a temporary assignment, a permanent employee shall be returned to his/her permanent position.

R. **3. Refusal of Leave of Absence**

No leave of absence shall be granted, and if granted it shall be revoked, after investigation instituted upon complaint of any resident of the City, that the request for such leave of absence was for any of the following purposes:

R. **3. a.** Of accepting private employment.

R. **3. b.** Of enabling employment of a temporary employee to the same position,

R. **3. c.** Because of political pressure or other improper influence, or,

R. **3. d.** For a purpose contrary to the good of the service.

R. **3. e.** The order revoking such leave of absence shall specify the effective date thereof and the employee shall be informed of the contents of such order forthwith.

R. **4. Leave of Absence Without Pay**

The City Manager may grant a leave of absence without pay to any employee, upon recommendation of the Department Manager. The Department Manager may grant a leave of absence without pay for a maximum of five continuous days.

An employee desiring a leave of absence without pay for more than eighteen continuous hours shall file a written request on forms provided by the Management Services Department. The request shall state the title of his/her position and the name of the employing department, the beginning and ending dates of the desired leave of absence, and a full statement of the reasons supporting the request. The Department Manager's approval of a leave of absence without pay for a continuous period up to a maximum of eighteen hours, may be reported by noting on the time report. Such leaves of absence as described in this section will not be unreasonably denied.

R. **5. Leave Balances to Deferred Compensation**

Effective the first pay period following June 5, 2012, an IBEW member may elect to contribute into their deferred compensation account in the City of Burbank § 457 Deferred Compensation Plan the value of their sick or vacation up to this policy's limit. This election may be used towards any catch up provision allowable under the employee's City of Burbank deferred Compensation Plan (i.e. final three years, 50 or older, military leave). It is the understanding that the use of sick leave for this purpose will be under the same conditions as when an employee is compensated

for unused sick leave upon separation. An employee may contribute the monetary conversion value of a maximum of 500 hours each eligible year into deferred compensation plan under this provision. There are a number of ways the employee may contribute this amount:

- Up to 500 hours of vacation
- Up to 1000 hours of sick leave
- Or any combination of vacation, or sick leave that does not exceed the annual conversion value of 500 hour cap into an employee's deferred compensation plan account.

This policy is subject to all limits and regulations governing a § 457 plan as enforced by the Internal revenue Service, including deferral limits and timing of deferral election deadlines and forms.

**ARTICLE IV
SUPPLEMENTAL WAGE PAYMENTS**

A. HEALTH INSURANCE

- A. 1.** PERS Health Benefits Program
Effective January 1, 1986, the City shall contract with the Public Employees Retirement System for the provision of health insurance benefits for eligible affected employees. The PERS Health Benefits Program shall be a component of a Flex Benefits program established by a health insurance committee composed of representatives from each of the four employee organizations and management.
- A. 2.** Flex Benefit Plan Committee
The City shall at the request of the Union meet and discuss the possibility of including new or different plans or programs in the Flex Benefit Plan. The Union officers shall meet using pay for Union business (see **Article I, Section E, Paragraph 2**).

B. 125 FLEXIBLE BENEFIT PLAN CONTRIBUTION

- B. 1.** Monthly Contribution to 125 Flexible Benefit Plan
The City shall make a monthly contribution to each eligible member of the unit to be used toward the 125 Flexible Benefit Plan. These funds shall only be used for eligible plans included within the 125 Flexible Benefit Plan, including income protection in the event of a long or short term disability.
- B. 2.** Eligibility for 125 Flexible Benefit Plan
All employees must enroll in one of the PERS Health Benefits Program plans, unless they submit to the City both proof of health coverage and sign a health insurance waiver. Employees who fail to complete either requirement shall not be allowed to utilize their 125 Flexible Benefit Plan contributions for any other eligible plans. Employees who meet the requirements shall be allowed to utilize their 125 Flexible Benefit Plan contributions for any of the eligible plans.
- B. 3. a.** City 125 Fringe Benefit (Cafeteria) Amount
Effective January 1, 2006, the City shall provide a \$552.00 per month or 125 fringe benefit contribution toward each full time eligible member of the unit hired prior to January 1, 2006, and a §125 benefit contribution of \$300.00 per month for employees hired on or after January 1, 2006.
- B. 3. b.** Medical Premium Amounts
Effective December 1, 2011, in addition to the §125 fringe benefit contribution as provided in **Section IV.B.3.a.**, the City will make additional §125 contributions towards the cost of health premiums

for full time eligible employees as shown on the chart below in the Additional "Up To" Medical column. Such contributions above the \$125 fringe benefit contribution amounts will be for medical premium cost *only*.

**IBEW CAFETERIA/MEDICAL ALLOWANCES EFFECTIVE 12-1-11
FOR EMPLOYEES HIRED PRIOR TO 1-1-06**

PLAN OPTION	CAFETERIA	ADDITIONAL "UP TO" MEDICAL	TOTAL POTENTIAL ALLOWANCE
1 PARTY	\$ 552.00	\$ 0.00	\$ 552.00
2 PARTY	\$ 552.00	\$229.49	\$ 781.49
FAMILY	\$ 552.00	\$462.93	\$ 1,014.93

**IBEW CAFETERIA/MEDICAL ALLOWANCES EFFECTIVE 12-1-11
FOR EMPLOYEES HIRED ON OR AFTER 1-1-06**

PLAN OPTION	CAFETERIA	ADDITIONAL "UP TO" MEDICAL	TOTAL POTENTIAL ALLOWANCE
1 PARTY	\$ 300.00	\$168.90	\$ 468.90
2 PARTY	\$ 300.00	\$481.49	\$ 781.49
FAMILY	\$ 300.00	\$714.93	\$ 1,014.93

The amounts provided above may only be applied towards health plans offered by the City or a plan recognized by the City.

- B. 3. c. Vision Plan
Effective July 1, 2006, City will provide a vision plan at no cost for employees *only*.
- B. 3. d. Dental Plan
Effective July 1, 2007, the City will provide dental insurance for all employees. The insurance will have a composite rate not to exceed \$118.00. Spouses and dependents will be covered if economically feasible under the financial provisions of this Section.
- B. 3. e. Both parties mutually agree to a vision and dental PPO plan not unlike the current DWP plan of 2006.
- B. 3. f. IBEW agrees the City may, through the meet and confer process, modify the vision and dental plans provided in sections IV.B.3.c through e in exchange for an increase in the Additional "Up To" medical amounts provided in IV.B.3.b. The increase in the

Additional "Up To" medical amounts will be effective December 1st of each year of this contract (starting December 1, 2012). The increase due each December 1st will be the greater of the following two calculations:

1. A \$6 per month increase in the Family Additional "Up To" medical amount for every \$1 of cost containment achieved in the monthly dental and/or vision premium.
2. A \$50 per month increase in the Family Additional "Up To" medical amount.

The 1 Party and 2 Party Additional "Up To" medical amounts will be increased in conjunction with the increase in the Family Additional "Up To" medical amount so as to retain the current ratio between the 1 Party, 2 Party, and Family amounts.

C. RETIREE MEDICAL CONTRIBUTIONS

C. 1. a. Employees Retired Prior to July 1, 2004

Employees who retired prior to July 1, 2004, or their spouse who have been receiving the \$188, will continue to receive this amount even if the City discontinues its membership in the PERS Health Plans System. The City's contribution to PERS will be discontinued if the City leaves the PERS Health Plans System.

Employees who retire after July 1, 2004, will not be eligible to receive the sum of \$188 per month as a City contribution to the employee or their spouse toward the cost of the PERS Medical Insurance Program. They will be entitled to the PERS Medical Premium contribution made by the City to PERS, for those retirees who choose a PERS health plan, assuming the City continues with the PERS Health Plans System.

C. 2. a. Burbank Employee Retiree Medical Trust

The City made a onetime payment of \$2,500 to the IBEW to reimburse the Union for the Burbank Employees' Retiree Medical Trust (BERMT) start up cost. The City met its' financial commitment to set up a Retiree Medical Trust Coalition. In addition the City deposited \$2.4 million for three years worth of the monthly payments of \$50.00 per month per employee for FY 2002-2003, \$60.00 per month per employee for FY 2003-2004 and \$65.00 per month per employee for FY 2004-2005. Effective April 1, 2003, employees represented by IBEW began contributing \$20.00 per pay period to the trust through payroll deduction.

C. 2. b. The contributions to BERMT effective from April 1, 2006 were

\$52.50 per month from each employee and the City. The contributions to BERMT effective April 1, 2007 were \$65.00 per month from each employee and the City. Effective December 16, 2007, the City and each eligible employee will both contribute \$30.00 per pay period to the BERMT. Any subsequent changes to either the City or employee contribution level towards the BERMT will be negotiated through the Retiree Medical Trust Coalition.

C. 2. c. Retiree Health Savings Plan

The employee shall make a contribution of \$44 per month to a Retiree Health Savings (RHS) account for each employee effective July 12, 2009. This provision is separate and distinct from any other provision set forth in this Article.

C. 2. d. Utility Retiree Medical Trust Fund (URMT)

Effective July 12, 2009, the parties have agreed to establish a utility retiree medical trust available to IBEW members with 10 or more years of utility service. The trust will be secondary to the Burbank Employees' Retiree Medical Trust (BERMT) and shall **not** be the primary retiree medical trust for IBEW employees. The parties agree to establish a joint labor/management committee to create and implement this trust under the following provisions/concepts:

The intent is to fund URMT sufficiently to provide the average retiree medical benefit level offered by the cities of Glendale and Pasadena, Los Angeles Department of Water & Power, and Southern California Edison. The parties agree this is \$600.00 per month (less the amounts from the BERMT and City's minimum contribution towards medical premiums for retirees enrolled in a CalPERS medical plan pursuant to the Public Employee Medical and Hospital Care Act (PEMCHA) as provided below) for the first two years of the contract.

Beginning with the start of the third contract year, and every year thereafter, the average benefit level will be subject to current survey of these same four agencies less the amounts from the BERMT and PEMCHA as provided below. In addition, the \$44 per month for each IBEW member that the City was contributing to the RHS account prior to July 12, 2009 will be diverted to the URMT. It is inherent in the agreement that retirees will fully utilize the BERMT as their primary retiree medical reimbursement trust and that the IBEW will continue to fully support any increased funding for the BERMT.

Eligible retirees may receive the benefit of URMT beginning at the age of 50, but between the ages of 50 and 55 a retiree's BERMT

monthly benefit amount will be subtracted from the URMT monthly benefit amount. Between the ages of 55 and 58 a retiree's BERMT monthly benefit amount will no longer be subtracted from the URMT monthly benefit amount and the retiree will be eligible for the URMT's full monthly benefit amount. Once a retiree becomes eligible for BERMT (currently age 58) the retiree's BERMT monthly benefit amount will be subtracted from the URMT monthly benefit amount. In addition, the City minimum contribution pursuant to PEMCHA will **always** be subtracted for those retirees enrolled in a CalPERS medical plan.

In the case of an employee's death, the surviving spouse will be eligible for the URMT's full monthly benefit amount when the eligible retiree would have attained age 50. The BERMT monthly benefit amount will not be subtracted from the URMT monthly benefit amount until the surviving spouse becomes eligible to receive the BERMT benefit (when the eligible retiree would have attained age 55), at which time the BERMT benefit amount will be subtracted from the URMT monthly benefit amount. In addition, the City minimum contribution pursuant to PEMCHA will **always** be subtracted for surviving spouses enrolled in a CalPERS medical plan.

In the case of a disability retirement, the disabled retired employee will be eligible for the URMT's full monthly benefit amount beginning at age 50. The BERMT monthly benefit amount will not be subtracted from the URMT monthly benefit amount until the disabled retired employee becomes eligible to receive the BERMT benefit (age 58 for a disabled retired employee), at which time the BERMT benefit amount will be subtracted from the URMT monthly benefit amount. In addition, the City minimum contribution pursuant to PEMCHA will **always** be subtracted for those retirees enrolled in a CalPERS medical plan.

An administrative committee composed of management and Labor will be instituted to further administer the benefits of the URMT.

Effective April 3, 2011, IBEW members will begin contributing one half of the Annual Required Contribution (ARC) towards the URMT. For Fiscal year 2010-11, the ARC is 1.1% of total BWP payroll. For Fiscal year 2010-2011, the IBEW employees' share will be .55% of their total pay.

D. SHORT AND LONG TERM DISABILITY

- D. 1.** The City shall provide satisfactory short (STD) and long (LTD) term disability insurance coverage for all employees, at no premium cost to

employees, that shall not be less than the following:

- D. 1. a. Sixty (60) calendar day waiting period of STD, 180 calendar day waiting period for LTD;
- D. 1. b. At least seventy percent (70%) of weekly wage coverage with a maximum payment of \$1,500 per week for a maximum benefit period of seventeen (17) weeks for STD and at least sixty percent (60%) of monthly wage coverage with a maximum payment to the employee of five thousand dollars (\$5,000.00) a month until age sixty five (65) for LTD;
- D. 1. c. No requirement that the employee exhaust sick leave before the disability payments can begin;
- D. 1. e. 125 Flexible Benefit funds may be utilized for short and long term income protection in the event of a disability provided 125 Flexible Benefit funds are available.
- D. 1. f. The parties agree to establish a joint labor/management committee to further explore STD/LTD options during the life of this contract.

E. EMPLOYEE ASSISTANCE PROGRAM

The City shall provide benefits of an Employee Assistance Program at no premium cost to the affected employees.

F. LIFE INSURANCE

The City provides a life insurance policy in the amount of \$30,000 for affected employees. The City will also make available a payroll deduction for life insurance to be determined by the IBEW.

- 1. The city will provide \$50,000 Accidental Death and Dismemberment (AD&D) Insurance for all IBEW employees at no cost to the employees.

G. TOOLS AND TOOL ALLOWANCE

Effective July 1, 1987, the City shall provide a tool allowance not to exceed \$300.00 per year or a pro-rata share thereof for the purchase, maintenance and/or replacement of hand tools. Effective July 1, 2010, the City shall provide a tool allowance not to exceed \$350.00 per year or a pro-rata share thereof for the purchase, maintenance and/or replacement of hand tools. Payments required by this section shall be made in an amount not to exceed \$175.00 on the first pay date in December and in an amount not to exceed \$175.00 on the first pay date in June. The tool allowance provided in this section shall be available to employees in the following classifications:

- 1. Conduit Mechanic
- 2. Communications Technician
- 13. Senior Communications Tech
- 14. Senior Conduit Mechanic

- | | |
|-----------------------------------|-------------------------------------|
| 3. Communications Tech Aide | 15. Senior Electrician |
| 4. Communications Tech Supv | 16. Senior Instrument Controls Tech |
| 5. Electrician | 17. Senior Line Mechanic |
| 6. Electrician Apprentice | 18. Senior Power Plant Mechanic |
| 7. Instrument Controls Technician | 19. Senior Test Technician |
| 8. Line Mechanic | 20. Test Technician |
| 9. Line Mechanic Apprentice | 21. Test Technician Apprentice |
| 10. Power Plant Maint Trainee | 22. Test Technician Supervisor |
| 11. Power Plant Mechanic | 23. Utility Line Mechanic |
| 12. Power Plant Maint. Supervisor | |

Employees in the classification of Line Mechanic Apprentice will receive a tool allowance subject to further provisions outlined in **Article VI, Section B** of this document.

H. SAFETY EQUIPMENT

H. 1. Shoes

Every two years, the City shall provide three pairs of approved safety shoes to each affected employee at no cost to the employee. Approved safety shoes shall mean such styles as may be approved by Burbank Water and Power and which provide in the opinion of the City's Safety Officer adequate safety. Employees wishing to have one pair of safety shoes resoled and/or re-heeled may do so in lieu of purchasing a one pair of shoes provided it meets OSHA standards. The cost of resoling and/or re-heeling will be fully reimbursed by the City.

H. 2. Safety Glasses/Prescriptions

The City will pay for eye glasses, prescriptions, and exams provided by a panel doctor for safety glasses.

H. 3. Computer Safety Glasses

The City will reimburse employees up to \$100 for Computer Safety Glasses for members who wear bifocal prescription glasses and are required to work on a computer as a primary job function.

I. UNIFORMS

The City shall provide and maintain pants and shirts for affected employees required by the City to wear uniforms in the performance of their duties. Employees will be required to wear the pants and shirts provided. The pants and shirts will be of the same color and style for all employees. A maximum of 13 pants and 13 shirts may be supplied to affected employees at the discretion of the operating divisions as follows:

- Line, Electric and MPP Mechanics will receive 13 sets of uniforms.
- PSOI's will receive 11 sets of uniforms to be worn at all times.

- PSOLL's will receive 6 sets of uniforms to be worn as needed. PSOLL are required to have 1 uniform at work at all times, available for use.

A list will be established and maintained by BWP Safety which categorizes BWP personnel who are required to wear high-caloric flame retardant (FR) uniforms and BWP personnel who are required to wear non-caloric uniforms. This list will be updated as needed to reflect evolving regulations and as may be mutually agreed upon.

The City and the Union agree that employees required to wear FR uniforms shall receive \$13.85 and employees required to wear non-caloric uniforms shall receive \$4.62 each pay period to purchase pre-approved accessories such as jackets, sweatshirts, tee-shirts and beanies. The accessories available for purchase will be from a mutually agreed upon list(s) maintained by the City and the Union. The list(s) may vary by work groups and may be modified at any time by mutual agreement. Both the uniforms and the accessories provided by the City from the mutually agreed upon list shall meet or exceed the safety standards set at the sole discretion of the City.

Effective July 1, 2012, employees who are required to wear FR uniforms shall receive a lump sum of \$360.00 once per year and employees required to wear non-caloric uniforms shall receive a lump sum of \$120.00 once per year. The lump sums shall be provided the pay period containing July 1.

Effective July 1, 2012, the City shall deduct from the employees' earnings an amount equal to the lump sum uniform accessory allowance provided under this section and will deposit said amount in the name of the employee with a company selected by the Union for the sole purpose of buying pre-approved accessories. Employees that are not required to wear FR clothing are excluded from this provision.

In order to maintain the safety features of all uniforms and accessories, the City shall launder the uniforms. Employees purchasing accessories as provided in this section shall be responsible for washing their own items. FR items purchased shall be washed pursuant to the instructions of the items purchased in order to maintain its FR rating.

All employees who receive uniforms, as described in this section, shall have the value of those uniforms, as determined by the City, reported to the Public Employee Retirement System (PERS) for retirement purposes.

J. AFTER-HOURS EDUCATION REIMBURSEMENT PROGRAM

The City will provide 75% reimbursement up to \$3,000 per fiscal year to employees employed over 30 hours per week for participation in educational programs which provide employees opportunity for personal career development and benefit the City by increasing the technical and managerial competency of its

staff. For example, employees will be reimbursed for participation in educational programs covering any trades, crafts, or computer skills used by BWP. Reimbursable costs may include tuition, texts, (including instructional computer software or audio tapes required for class participation) and certain materials and fees for courses which are directly related to the employee's present position or promotion within the City. Costs for retained supplies such as paper, pens, pencils and related supplies are not reimbursable. Prior to course enrollment, the employee will submit the "After-Hours Education Enrollment and Reimbursement Application" for BWP employees to the General Manager's Office for course approval. Upon completion of the course with a grade of C or better, or certificate of completion of a non-graded course, the employee will attach to his/her approved application his/her grade report and receipts for reimbursable supplies and present these to the General Manager's Office within three (3) months after receiving course grades. A warrant will be drafted for the amount. The program will have an annual total IBEW unit cap of \$25,000. If the cap has been reached the submitted application will be given priority in the following year. Carryover unpaid expenses into subsequent years will be allowed.

K. SICK-LEAVE CONVERSION

K. 1. Benefit

On January 1 of each year, an employee may convert up to a maximum of thirty (30) hours accumulated sick leave (at fifty percent (50% cash value for the sole purpose of reimbursing the employee for medical costs incurred during the prior calendar year which are not otherwise covered by City medical insurance.

K. 2. Limitations

K. 2. a. Only employees who have served a minimum of two (2) full-time continuous years of service shall be eligible.

K. 2. b. Reimbursement shall be made only for medical, dental, and vision costs not otherwise covered by the City's health insurance plan(s) which are incurred by the employee and/or any of the employee's dependents covered by the City's medical insurance program. Reimbursement shall not be made for any dental costs or medical services not eligible for coverage by the City's medical insurance plan.

K. 2. c. An employee who accumulates sick leave will not be eligible for this conversion policy unless the employee has in excess of 96 accumulated sick leave hours according to City payroll records on the date of the conversion request. No employee who accumulates sick leave may convert accumulated sick leave hours to an extent which reduces the employee's total accumulated hours below 96 hours effective January 1 of each year.

- K. 2. d. An employee's request for reimbursement may only be considered during the month of January.

L. **OVERTIME MEAL POLICY**

It is the policy of the Burbank Water and Power Department to provide meals and the time to eat such meals in accordance with the following regulations:

L. 1. **Non-Shift Personnel**

- L. 1. a. When called for two (2) hours or more, one (1) meal. Additional meals at intervals of four (4) hours.

- L. 1. b. When called and work continues into a regularly scheduled workday, minimum of two (2) meals. This rule shall also apply when less than two (2) free hours are made available to the employee between the end of the overtime period and the start of the regular workday.

- L. 1. c. When held over for two (2) hours or more, one (1) meal. Additional meals at intervals of four (4) hours.

- L. 1. d. When called back less than two (2) hours after the end of a regular shift, one (1) meal. Meal time up to ½ hour will be provided during the two (2) hour call out. If meal time is not provided, the meal time will be added to actual time worked and compensated at the applicable overtime rate. Additional meals at intervals of four (4) hours.

L. 2. **General Conditions**

- L. 2. a. Time to eat overtime meals will be at City expense, not to exceed one-half (½) hour.

- L. 2. b. It is intended that meals be provided at intervals of approximately four (4) hours, however, during periods of unusual or difficult circumstances, adjustments may be made in this schedule. In such an event, every practicable effort will be made to provide a meal at no greater than five (5) hour intervals. (See Exhibit H for extended work period policy.)

- L. 2. c. Reimbursement shall be made to the employee at the rate of twelve (\$12) dollars per meal. Receipts shall not be required.

- L. 2. d. Although meals may be provided at intervals of greater than four (4) hours during periods of unusual or difficult circumstances, overtime meal payment shall be at intervals of four (4) hours or as otherwise provided in this section. Employees will

be compensated for overtime meals at the applicable rate, whether or not time is provided to eat them.

M. WELLNESS PROGRAM

M. 1. The City will provide up to \$225.00 per fiscal year to each affected full-time employee for participation in the “wellness program”. This program includes the purchase of bicycles, exercise equipment, lessons, and health club memberships (including multi-year contracts) and any other fitness enhancement physical activity that falls within the wellness program (such as yoga etc.). Wellness program funds may not be used for leisure sports such as golf, etc. This wellness benefit shall be reimbursed by the City within 30 days of the Benefits Section receiving the receipts. Applicable taxes will be withheld on such reimbursement amounts. (Employees may call BWP or Benefits Section for clearance of any item in advance of incurring costs).

M. 2. Safety equipment associated with purchases made under the provisions of this Article will also be eligible for reimbursement from the wellness program fund.

M. 3. Multi-year reimbursements for fitness equipment purchases will be allowed.

N. 457 PLAN-MATCHING FUNDS

Effective the beginning of the pay period following June 5, 2012, the City will match employee contributions to the City 457 Deferred Compensation Plan up to \$10 per pay period.

Effective the pay period containing July 1, 2012, the City will match employee contributions to the City 457 Deferred Compensation Plan up to \$20 per pay period.

Effective the pay period containing July 1, 2013, the City will match employee contributions to the City 457 Deferred Compensation Plan up to \$30 per pay period.

**ARTICLE V
GRIEVANCE PROCEDURE**

A. DEFINITION

A grievance is defined as any dispute concerning the interpretation or application of this written agreement and/or City and regulations governing personnel practices or working conditions applicable to employees covered by this agreement.

B. TIME LIMITS FOR FILING

- B. 1.** A grievance shall be considered waived unless it is submitted within ten (10) business days after the occurrence upon which the grievance is based or ten (10) business days following the date when the grievant should have reasonably been aware of the occurrence of the grievance.
- B. 2.** If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof it shall be considered waived.
- B. 3.** If the department does not answer a grievance or an appeal thereof within the specified time limits, the Union shall be entitled to process the grievance to the next step.
- B. 4.** The time limit in each step may be extended by mutual written agreement of the City and the Union.
- B. 5.** The term business days as used in this Article shall mean the days Monday through Friday inclusive and exclusive Saturday, Sunday, holiday and any day on which City Hall is closed.

C. PROCEDURE

C. 1. Step 1: Informal Procedure

- C. 1. a.** The grievant or the Union shall discuss the grievance with the employee's immediate supervisor on an informal basis in an effort to resolve the grievance. It is the responsibility of the grievant to indicate that the subject of the discussion is a grievance.
- C. 1. b.** The immediate supervisor shall respond within ten (10) business days following his/her meeting with the grievant or the Union.
- C. 1. c.** If the employee's grievance concerns his/her immediate supervisor and cannot be resolved through informal discussion, the employee may request an informal meeting with the next level of supervision and his/her immediate supervisor.

C. 2. Step 2: First Level of Review

If the grievance is not settled at the informal step, the Union may appeal the grievance to Step 2 of the Grievance Procedure. It shall be referred in writing to the manager of the employee's division within ten (10) business days after the designated supervisors answer in Step 1. The division manager or his/her designee, shall discuss the grievance within ten (10) business days with the employee at a time mutually agreeable to the parties. The division manager, or his/her designee, shall give a written response to the Union within ten (10) business days following their meeting.

C. 3. Step 3: Second Level of Review

C. 3. A. If the grievance is not settled at Step 2, the Union may file an appeal in writing to the department manager or his/her designated representative within ten (10) business days following the department's answer in Step 2. A meeting between the department manager, or his/her representative, and the employee and the Union shall be held at a time mutually agreeable to the parties, within ten (10) business days of the receipt of the Union's appeal. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the department manager, or his/her representative, and the Union. If no settlement is reached, the department manager, or his designated representative, shall give the department's written response to the Union within ten (10) days following the meeting.

C. 4. Step 4: Arbitration

C. 4. a. In the event the Union is not satisfied with the decision of the department manager, or his/her designated representative, the Union may refer the grievance to the Management Services Department to forward the matter to arbitration.

C. 4. b. The request for arbitration must be filed within fifteen (15) business days following receipt of the department manager's response in Step 3.

C. 4. c. The City and the Union shall establish a panel consisting of fourteen (14) arbitrators which will stand for the duration of this agreement. Both parties must mutually agree upon the names of all arbitrators selected for the panel.

C. 4. d. The Union and the Management Services Director shall attempt to agree upon an arbitrator within ten (10) calendar days after receipt of notice of referral. In the event the parties are unable to agree upon an arbitrator within said ten (10) day period, the parties shall immediately jointly request the Management

Services Director to submit a list of fourteen (14) arbitrators. The parties shall each have the right to strike six (6) names from said list. The City and the Union shall determine by lot the order of elimination and thereafter each by the City and the Union to arbitrate the grievance.

C. **4. e.** The arbitrator shall be notified of his/her selection by a joint letter from the Management Services Department and the Union requesting that he set a time and place for the hearing subject to the availability of the City and Union Representatives.

C. **4. f.** Arbitration of a grievance hereunder shall be limited to the issues submitted and the arbitrator's determination shall not add to, subtract from, or otherwise modify the terms and conditions of this Agreement.

C. **4. g.** The arbitrator shall submit his/her written decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree in writing to an extension thereof. The arbitrator's decision shall be forwarded to the City Manager, who shall review the award and make the final decision within thirty (30) days of its receipt.

C. **4. h.** The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood that all other expenses including, but not limited to, fees for witnesses, copies of transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual incurring same.

D. CIVIL SERVICE BOARD

Disciplinary actions shall be subject to the grievance procedure set forth above and shall not be subject to the jurisdiction of the Civil Service Board.

**ARTICLE VI
MISCELLANEOUS**

A. PROBATIONARY PERIOD

A. 1. Period

All original appointments of affected employees to positions in the Civil Service System shall be for a normal probationary period of twelve (12) months. Promotional appointments shall have a probationary period of six (6) months.

A. 2. Extension of Probation

The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his or her new position, and for rejecting any probationary employee whose performance does not meet the required standards of work. A Department Manager may recommend, and the City Manager may extend an employee's normal probationary period by a maximum of six months in two month increments.

A. 3. Termination of Appointment

Probationary employees do not have property or vested rights to their position with the City. A probationary employee may be discharged or rejected at any time during the probationary period by the appointing power without cause and without right of appeal. Written notification of rejection shall be served on the probationer and a copy shall be filed with the Management Services Department.

A. 4. Rejection and Reinstatement to Former Position

An employee rejected during the probationary period from a position to which he or she has been promoted, shall be reinstated to the position from which he or she was promoted, unless the employee is discharged for cause as provided in the Civil Service Rules.

A. 5. Displacement by Reinstatement of Another to His/Her Former Position

Any employee, though he or she may have attained permanent status and who is displaced as a result of another employee's being returned to his or her former position under paragraph A.4. above or under this subsection, shall likewise be reinstated to his or her former position. If an employee so affected has permanent status but no former position he or she shall be placed on the appropriate layoff list.

B. APPRENTICESHIP/TRAINEE PROGRAMS

B. 1. Purpose and Policy

The City of Burbank and the International Brotherhood of Electrical

Workers have declared it to be their purpose and policy to establish organized, planned systems of apprenticeship programs in the line mechanic, electrician, and test technician trades, conducted as a joint labor and management undertaking. The parties have thus developed and adopted Apprenticeship Standards and have reached an understanding and agreement to wages, hours, and other terms and conditions of employment for employees in the Apprenticeship Program.

In addition, the parties have established trainee programs for the power plant in the fields of maintenance and operation. The parties have thus developed training plans and have reached an understanding and agreement to wages, hours, and other terms and conditions of employment for employees in the Trainee Programs.

B. 2. Wage for Apprentices

The initial Electrician and Line Mechanic Apprentice wages were made effective by City Council action on January 13, 1987. The initial Test Technician Apprentice wages were made effective by City Council action on February 2, 1988. Actual advancement to each step will be subject to approval by the Joint Apprenticeship Committee.

B. 2. a. Electrician Apprentice:

Wages for Electrician Apprentices hired prior to June 5, 2012 are set forth as follows:

- 1st step - 62% of journey wage
- 2nd step - 66% of journey wage
- 3rd step - 70% of journey wage
- 4th step - 74% of journey wage
- 5th step - 78% of journey wage
- 6th step - 82% of journey wage
- 7th step - 86% of journey wage

Wages for Electrician Apprentice hired after June 5, 2012 set forth as follows:

- 1st step - 56% of journey wage
- 2nd step - 61% of journey wage
- 3rd step - 66% of journey wage
- 4th step - 71% of journey wage
- 5th step - 76% of journey wage
- 6th step - 81% of journey wage
- 7th step - 86% of journey wage

Upon successful completion of the Apprenticeship program, individuals will be appointed to Step 11 (Step 6 in the seven-step range) of the journey level Electrician classification for a six-month probationary period. Upon successful completion of the probationary period, appointment will be made to Step 13 (Step 7 in the seven-step range) of the Electrician classification.

B. 2. b. Line Mechanic Apprentice:

Wages for Line Mechanic Apprentices hired prior to June 5, 2012, are set forth as follows:

- 1st step - 66% of journey wage
- 2nd step - 70% of journey wage
- 3rd step - 74% of journey wage
- 4th step - 78% of journey wage
- 5th step - 82% of journey wage
- 6th step - 86% of journey wage

Wages for Line Mechanic Apprentices hired after June 5, 2012 are set forth as follows:

- 1st step - 56% of journey wage
- 2nd step - 61% of journey wage
- 3rd step - 66% of journey wage
- 4th step - 71% of journey wage
- 5th step - 76% of journey wage
- 6th step - 81% of journey wage
- 7th step - 86% of journey wage

Upon successful completion of the Apprenticeship program, individuals will be appointed to Step 11 (Step 6 in the seven-step range) of the journey level Line Mechanic classification for a six-month probationary period. Upon successful completion of the probationary period, appointment will be made to Step 13 (Step 7 in the seven-step range) of the Line Mechanic classification.

B. 2. c. Test Technician Apprentice:

Wages for Test Technician Apprentices hired prior to June 5, 2012

- 1st step - 62% of journey wage
- 2nd step - 66% of journey wage
- 3rd step - 70% of journey wage
- 4th step - 74% of journey wage
- 5th step - 78% of journey wage
- 6th step - 82% of journey wage
- 7th step - 86% of journey wage

Wages for Test Technician Apprentice hired after June 5, 2012 are set forth as follows:

- 1st step - 56% of journey wage
- 2nd step - 61% of journey wage
- 3rd step - 66% of journey wage
- 4th step - 71% of journey wage
- 5th step - 76% of journey wage

- 6th step - 81% of journey wage
- 7th step - 86% of journey wage

Upon successful completion of the Apprenticeship program, individuals will be appointed to Step 11 (Step 6 in the seven-step range) of the journey level Test Technician classification for a six-month probationary period. Upon successful completion of the probationary period, appointment will be made to Step 13 (Step 7 in the seven-step range) of the Test Technician classification.

- B. 2. d.** Progression through the wage range will occur based upon satisfactory performance by the Apprentice during the period.

- B. 3. Wage for Trainees**

The following Power Plant Maintenance and Power Plant Operator Trainee wages are made effective by City Council action on July 22, 2008. Actual advancement to each step will be subject to approval by BWP management.

- B. 3. a. Power Plant Maintenance Trainee:**

Wages for Power Plant Maintenance Trainees hired prior to June 5, 2012 are set forth as follows:

- 1st step - 66% of journey wage
- 3rd step - 72% of journey wage
- 5th step - 80% of journey wage
- 7th step - 80% of journey wage
- 9th step - 80% of journey wage

Journey wage is the Power Plant Mechanic base wage at Step 13 (Step 7 in seven-step range)

Wages for Power Plant Maintenance Trainees hired after June 5, 2012 are set forth as follows:

- 1st step - 56% of journey wage
- 3rd step - 66% of journey wage
- 5th step - 76% of journey wage
- 7th step - 81% of journey wage
- 9th step - 81% of journey wage

Trainees are hired at Step 3 (Step 2 in five-step range). Upon successful completion of a two-year program, Trainees are appointed to Step 7 (Step 4 in a seven-step range) of Power Plant Mechanic. The program can be extended one year, and at that point the Trainee is either hired or terminated.

- B. 3. a. Power Plant Operator Trainee:**

Wages for Power Plant Operator Trainees hired prior to June 5, 2012 are set forth as follows:

- 1st step - 66% of journey wage
 - 3rd step - 80% of journey wage
 - 5th step - 87% of journey wage
 - 7th step - 87% of journey wage
 - 9th step - 87% of journey wage
- Journey wage is the Power Plant Operator base wage at Step 13 (Step 7 in seven-step range)

Wages for Power Plant Operator Trainees hired after June 5, 2012 are set forth as follows:

- 1st step - 56% of journey wage
- 3rd step - 66% of journey wage
- 5th step - 76% of journey wage
- 7th step - 86% of journey wage
- 9th step - 86% of journey wage

Trainees are hired at Step 3 (Step 2 in five-step range). Upon successful completion of a two-year program, Trainees are appointed to Step 11 (Step 6 in a seven-step range) of journey level Power Plant Operator, including shift differential. The program can be extended one year, and at that point the Trainee is either hired or terminated.

B. 3. a. Power System Operator I:

Wages for Power System Operator I employees hired prior to June 5, 2012 are set forth as follows:

- 1st step - 71% of journey wage
- 3rd step - 75% of journey wage
- 5th step - 78% of journey wage
- 7th step - 82% of journey wage
- 9th step - 87% of journey wage

Wages for Power System Operator I employees hired after June 5, 2012 are set forth as follows:

- 1st step - 56% of journey wage
- 3rd step - 66% of journey wage
- 5th step - 76% of journey wage
- 7th step - 82% of journey wage
- 9th step - 87% of journey wage

When the Power System Operator I successfully completes the

training program and is promoted to Power Systems Operator II they will be appointed at Step 11 (Step 6 of the seven-step range).

B. 4. Tool Allowance

B. 4. a. Employees in the Apprentice and or Trainee programs will receive a tool allowance as specified in **Article IV, Section G.** of this Memorandum of Understanding, except Line Mechanic Apprentices.

B. 4. b. Line Mechanic Apprentices will be provided an initial set of work tools, including safety belt, body belt, hooks, tool, tool pouch, and kearney bag. Should the employee terminate from the program within one year of appointment, all tools issued will be returned to the City. Employees who continue in the program beyond one year will receive a tool allowance as specified in **Article IV, Section G.** of the Memorandum of Understanding.

B. 5. Safety Shoes

B. 5. a. Employees in the Apprentice and Trainee programs will be provided safety shoes as specified in **Article IV, Section H** of this Memorandum of Understanding, except Line Mechanic Apprentices.

B. 5. b. Line Mechanic Apprentices will be provided one pair of approved safety shoes and one pair of approved climbing shoes during their first year of employment (see **Article IV, H. 1.**). Thereafter, employees in the classification of Line Mechanic Apprentice will be provided safety shoes as specified in **Article IV, H. 1.**)

C. SAFETY

C. 1. General

In accordance with the requirements of the Occupational Safety & Health Act of 1970, it shall be the responsibility of the City to ensure a safe and healthful workplace and to comply with all safety rules contained herein or established by the City or by law. The safety and health standards, rules and practices contained herein are minimum standards, rules and practices and are not intended to prevent the City from establishing and imposing additional or more stringent standards, rules, and practices to protect the safety and health of the employees covered by this agreement. It shall be the responsibility of the City to ensure compliance with safety and health standards, rules, and practices. It shall be the responsibility of the employees to act in recognition of the fact that their primary duty is careful observance of all applicable safety rules and safe working practices.

- C. 2. **City Rights and Obligations**
- C. 2. a. The City shall furnish to each of its employees employment and place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm.
- C. 2. b. The City shall comply with all federal, state, and local laws, standards, rules and regulations concerning workplace safety and health. The City shall ensure that emergency medical services are readily available. These services shall include individuals trained in first-aid and CPR, adequate supplies and equipment for emergency treatment, and a well detailed emergency transport plan.
- C. 2. c. The City shall provide employees with all information pertinent to safety and health in the workplace. This information shall include:
 - C. 2. c. 1) A list of all chemicals, by chemical name, which are used or produced at the workplace, updated by January 15th of each year;
 - C. 2. c. 2) Notice of any new or additional chemicals, procedures, operations, products, and equipment being introduced into the workplace not less than thirty (30) days before their arrival or introduction;
 - C. 2. c. 3) In the case of an accident, or near accident, as defined in the Administrative Procedure V-15 (4/30/87), II Definition (excluding liability incident and property damage), that arises out of, and in the course of, employment which has, or could have, resulted in death or injury to an IBEW represented employee, the City shall notify the Union's Business Representative as quickly as possible so that the Union may investigate the incident. If the City conducts an investigation, the Union's representative shall have the right to participate and have input into any investigative report produced. The Union's representative shall be given an official copy of any accident or incident report generated by the City under this Article.
 - C. 2. c. 4) The employee shall have copies of all reports, surveys, inspections and measurements of his or her exposure to actual or potential toxic materials and harmful physical agents available to him/her for review.
- C. 3. **Employee Rights and Duties**

- C. 3. a. Each employee shall have the following rights:
- C. 3. a. 1) To refuse to perform work, without loss of pay or any other employment privilege or benefit, which he or she in good faith believes poses a present danger to safety or health, so as the employee immediately submits a complaint to his or her supervisor. This right shall continue in effect until such time as the City safety officials consider the complaint and decide either not to make a recommendation to the City or make such recommendation and the City makes a determination with regard thereto.
- C. 3. a. 2) Employees shall not be subjected to loss of pay, denial of any employment privileges or benefits, discipline, threats or other reprisals for exercising any of the rights provided herein or in any federal, state, or local law, regulation, rule or order concerning workplace safety and health, including the making of complaints regarding alleged unsafe or unhealthful working conditions.
- C. 3. a. 3) The City shall provide all employees with the chemical names of all chemicals present in the workplace and of the facts and levels of exposure of employees to any toxic substance or harmful physical agent or safety hazard.
- C. 3. a. 4) The City shall provide each employee with a complete and accurate report of his/her medical examinations, and any other medical tests, epidemiological studies, and industrial hygiene measurements or investigations related to the employee's occupational exposure. These materials shall also be entered into the employee's personal medical file. Employee medical files shall be available only to the employee, and to medical personnel subject to professional ethical confidentiality requirements who shall not disclose the contents thereof to any other officer, representative or employee of the company, or any other person. The City shall be responsible for maintaining the security and confidentiality of such files.
- C. 3. a. 5) The City shall provide all employees, at no cost to them, all required personal protective equipment or devices to be used by them in connection with their work. All such equipment and devices shall be maintained by the City in good working order.
- C. 3. b. Each employee shall have the following duties:

C. 3. b. 1) Employees are responsible to report all complaints about alleged safety and health hazards to supervisors first and the City's safety personnel if they feel it necessary. Upon request of the Union, the City's Safety Officer shall allow the Union to take part in any investigation of alleged safety and health incidents.

C. 4. **Union Representative Rights**

C. 4. a. Union representative shall have the following rights:

C. 4. a. 1) Employees, in their roles as Union representative engaged in safety matters at the direction of supervisors or with their approval, shall be paid at their normal rates of pay, including any premium rates, while they are engaged in activities relating to safety and health. The City shall allow such representatives mobility throughout the workplace to enable them to engage effectively in such activities.

C. 4. a. 2) Union representatives have the right to accompany government inspectors and employees, as well as City personnel, consultants, and representatives engaged in special safety or health related inspections, surveys, monitoring or testing, and to make independent measurements of worker exposures to actual or potential toxic materials and harmful physical agents.

C. 4. a. 3) Union representatives shall have the right to use all City safety and health testing equipment for the purpose of making an independent judgment concerning an alleged safety and health hazard. Union representatives shall have the right to distribute safety and health information to employees.

C. 5. **Disputes**

C. 5. a. Complaints, disagreements, or disputes relating to safety or health must first be submitted to the Safety Officer for consideration and determination.

C. 5. b. Any complaint or disagreement relating to safety or health not resolved by the Safety Officer is subject to the Dispute Resolution procedure of this section.

C. 5. c. Where an employee exercises his/her right to refuse to engage in work because the employee believes in good faith that the work poses an immediate danger to health or physical safety, and pursuant to the exercise of such right, refers the matter to the

safety official, the safety official shall immediately meet with an appropriate supervisor having authority to take the necessary corrective action on behalf of the City. If corrective action is not taken by the City, an emergency meeting of the Union/City may be called. If such a meeting is called, the parties shall immediately consider the matter to determine whether to recommend corrective action to the City. The City, immediately, shall consider any recommendation and determine whether or to what extent to implement such recommendation. During the time these procedures are being invoked, the work in question shall be discontinued without loss of pay to any employee.

C. 6. Training

C. 6. 1. The City shall provide a continuous training program, during work hours and at no cost to employees, to ensure that all employees are adequately trained in safely maintaining, handling and using the materials, facilities, apparatus and equipment at the workplace. No employee shall be required to perform any work until he or she receives adequate training, including training to emergency procedures.

C. 7. Formal Safety Dispute Resolution

Any dispute regarding safety procedures or the safety of equipment shall be resolved as follows:

C. 7. a. Upon request of the employee, the first level of management shall be called to review the situation and make a decision;

C. 7. b. If not resolved at this level, the City's Safety Officer or the Burbank Water and Power Department Safety Coordinator shall be called upon to resolve the dispute;

C. 7. c. If it is not resolved by the safety personnel, the Burbank Water and Power Department Safety Review Team (made up of one Burbank Water and Power Department manager selected by management and one IBEW represented employee selected by the IBEW) shall review the matter. Their decision shall be final and must be unanimous;

C. 7. d. The work out of which the dispute arose shall not proceed until the matter is settled in accordance with steps A through C above;

C. 7. e. If the authorized reviewer at any level is not available, the next level of review will be used.

D. PRINTING OF MOU

D. 1. The City will provide to the IBEW, at no cost, at least 160 printed copies of this collective bargaining agreement. The City will also provide the Union with one electronic copy of this MOU. This provision shall be completed no later than 30 days after the approval of the final draft by the Union.

D. 2. The City will share with the IBEW such relevant documents as may become available whenever practical in electronic media as they become available during this Memorandum of Understanding.

E. PERSONNEL FILES

The City and IBEW acknowledge that neither negative nor positive information in any employee's personnel file more than three years old will be used in any disciplinary process, with the exception of records of major discipline for safety infractions. In such case no Personnel File information will be used if it is more than four years old. Major discipline is any suspension of more than three days, dismissal, or demotion of an employee as defined in the City's Administrative Procedures. Furthermore, the City acknowledges that the employee will be informed and receive copies of any documents placed in his personnel file.

F. FAMILY LEAVE POLICY

The parties acknowledge and incorporate herein the provisions of the City Administrative Policy on Family Leave. Employees may be entitled up to 12 weeks leave in a 12 month period for the birth, adoption or placement of a new child, or for serious illness of the employee or a family member. Employees who may need to take advantage of this right should contact Management Services Department as soon as possible.

G. ALCOHOL/DRUG POLICY

Employees shall not consume alcoholic beverages or illegal drugs during work hours, including lunch and rest periods. Employees subject to the Department of Transportation's Drug Testing Regulations are expected to report to work free of drugs and/or alcohol and are subject to the policy attached herein as Exhibit I.

H. NEPOTISM POLICY

H. 1. Statement

The City of Burbank, for business reasons of supervision, safety, security, or morale may refuse to place a new hire or promotional candidate under the direct supervision of a relative.

H. 1. a. The City may refuse to place a new hire or promotional candidates in the same department, division or facility if the situation may result in potential conflicts of interest or other hazards greater for relatives than for other persons.

H. 1. b. Accommodations for co-employees who marry or

become relatives by marriage as a result of employees marrying - If co-employees marry or fellow employees become relatives by marriage as a result of the marriage of others, either inside or outside the organization, the City shall make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security, or morale.

- H. 2. **Definitions**
- H. 2. a. **Relatives**
- H. 2. a. 1) For the purpose of this policy, the term “relative” includes wife, husband, son, daughter, mother, father, brother, half-brother, brother-in-law, sister, half-sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, grandchild, stepparent, stepchild, or any other relatives living in the same household.

- H. 3. a. **Direct Supervisor**
- H. 3. a. 1) This is the person that assigns, prioritizes and evaluates the employee’s work.

- H. 4. **Procedure**
- H. In order to carry out this policy, the following procedures are established.
- H. 4. a. Management Services Department will ascertain if new hires or promotional candidates are related to current employees in the City.
- H. 4. b. Failure to disclose such relationship will result in disqualification from consideration for employment or promotion.
- H. 4. c. Management Services Department will notify the appointing department(s) of such relationships and ask the department head to:
- H. 4. c. 1) Make a determination that no supervision, safety, security or morale issues will arise out of the hiring.
- H. 4. c. 2) Identify and agree to workable accommodations to allow the hire, while avoiding or mitigating the potential negative impacts on supervision, safety, security, or morale.
- H. 4. c. 3) Management Services Department, with the oversight of the City Attorney’s office, will review the response of the department head and make a recommendation to the City Manager.

H. 4. c. 4) In the event the department and Management Services Department disagree, the City Manager's office will make the final decision.

H. 5. **Promotional Candidate Appeal Process**

H. 5. a. Administrative appeal procedure for rejected promotional candidates:

If a promotional candidate is rejected on the basis of this policy, they shall have the right to appeal the decision through an Administrative Appeal Procedure. The Administrative Appeal Procedure is as follows:

H. 5. a. 1) The candidate, upon notification of rejection, may, within three (3) working days, file a written appeal of the decision with the Management Services Director. The written submission must include the specific basis for the appeal under the policy.

H. 5. b. 2) The Management Services Director will review the matter and respond to the appellant within five (5) working days of receipt of the appeal.

H. 5. c. 3) If the appeal is denied by the Management Services Director, the candidate may, within three (3) working days, appeal the decision to the City Manager or his designee.

H. 5. d. 4) The City Manager or his designee will review the matter and respond to the appellant within five (5) working days. The decision of the City Manager or his designee is final.

I. **CRAFT AND PROFESSIONAL LICENSES**

The City will pay for or reimburse fees for all licenses, certificates, examinations or training that it requires of employees in their present positions. This includes, but is not limited to professional fees, Class A or B Driver's licenses, water treatment certificates, FCC licenses, toxic material certificates, smog certificates, and back-flow valve certificates. This provision does not include remedial training, retesting or preparation for advancement. All employees as above, who need to maintain and renew their licenses for work which they do for the City, shall be given adequate time off with pay in order to take such renewal examinations.

EXHIBIT A
IBEW REPRESENTED CLASSIFICATIONS

- ◆ Communications Technician
- ◆ Communications Technician Aide
- ◆ Communications Technician Supervisor
- ◆ Conduit Mechanic
- ◆ Conduit Mechanic - G
- ◆ Electrical Supervisor
- ◆ Electrician
- ◆ Electrician Apprentice
- ◆ Instrument Controls Technician
- ◆ Instrument Controls Supervisor
- ◆ Line Mechanic
- ◆ Line Mechanic - G
- ◆ Line Mechanic Apprentice
- ◆ Line Mechanic Apprentice - G
- ◆ Line Mechanic Supervisor
- ◆ Line Mechanic Supervisor - G
- ◆ Power System Operator I
- ◆ Power System Operator II
- ◆ Power Plant Mechanic
- ◆ Power Plant Maintenance Trainee
- ◆ Power Plant Maintenance Supervisor
- ◆ Power Plant Operator
- ◆ Power Plant Operator Trainee
- ◆ Power Plant Shift Supervisor
- ◆ Senior Communications Technician
- ◆ Senior Conduit Mechanic
- ◆ Senior Conduit Mechanic - G
- ◆ Senior Control Operator
- ◆ Senior Electrician
- ◆ Senior Instrument Controls Technician
- ◆ Senior Line Mechanic
- ◆ Senior Line Mechanic - G
- ◆ Senior Power Plant Mechanic
- ◆ Senior Test Technician
- ◆ Test Technician
- ◆ Test Technician Apprentice
- ◆ Test Technician Supervisor
- ◆ Utility Line Mechanic
- ◆ Utility Line Mechanic - G
- ◆ Water Supervisor

EXHIBIT B
9/80 ALTERNATE WORK SCHEDULE AGREEMENT

The City of Burbank and the International Brotherhood of Electrical Workers, Local 18, after meeting and conferring have mutually agreed to the following conditions for the administration of the 9/80 alternate work week policy.

1. The 9/80 work week shall apply to all non-shift employees represented by the IBEW with the following exceptions:
 - A. Any section where management has determined that operating needs cannot be met on such a schedule.
 - B. Any employee who chooses not to work the 9/80 schedule, providing that section's supervision can accommodate said employee's exclusion.
 - C. In the event that the City adopts a fixed Friday 9/80 schedule, the only exception will be those in Section A above.
2. Any leave time will be charged on an hour by hour basis. This includes vacation, sick, in lieu, personal, etc. The present accrual rates will remain unchanged.
3. A copy of the defined work schedule shall be posted in each work area for the employee's review.
4. Overtime shall be time worked outside the normally defined work schedule. Any time worked after nine (9) hours on an employee's nine (9) hour day, after eight (8) hours on an eight (8) hour day, and any time worked on a scheduled 9/80 day off will be compensated at the appropriate overtime rate in **Article II, Section E. 4** of this MOU.
5. Holiday scheduling for the 9/80 program shall be as follows:
 - A. When a holiday falls on a regularly scheduled day off it shall be observed on the nearest preceding or following work day.
 - B. When a holiday falls on a weekend the holiday shall be observed on the nearest preceding or following work day.
 - C. The City will provide nine (9) hours pay for a Holiday that falls on a nine (9) hour workday for employees assigned to a 9/80 work schedule.
6. Bereavement leave shall be implemented as currently provided for in **Article III, Section H** of the MOU. This provides for three (3) regularly scheduled workdays.
7. Compensation for working out of class as defined in **Article II, Section G** of this

MOU shall still exist. An employee acting in the absence of his/her supervisor shall receive out of class compensation unless such an assignment is for the supervisor's scheduled 9/80 day off **only**.

8. Every effort shall be made by the City in scheduling to accommodate those employees who utilize the Metrolink Train.
9. Employees assigned to the Call-Out Crew Program in the Electric Distribution Section on their 9/80 day off, shall be compensated at a rate equal to three (3) hours pay. This provision shall become effective if BWP adopts a fixed Friday 9/80 schedule.

EXHIBIT C
IBEW TWELVE (12) HOUR SHIFT PROGRAM

The following constitutes the terms and provisions agreed to by the City of Burbank and the Local 18 International Brotherhood of Electrical Workers, Unit 50, regarding the twelve (12) Hour Shift Program for employees at the Energy Control Center and the Power Plant at the Burbank Water and Power Department which has been utilized on a trial basis.

1. Hours of Work
 - (a) Twelve (12) hours of work shall constitute a work day.
 - (b) The work week shall consist of an average of forty (40) hours to be worked as per the agreed upon shift schedule.
2. Overtime Pay - Overtime work is performed by an employee in excess of twelve (12) hours a day or at time other than those required by the agreed upon shift schedule.
3. Power System Operator II, Power Plant Shift Supervisor, Senior Control Operator, Power Plant Operator and Power Plant Operator Trainees, to receive 14% (Fourteen Percent) differential instead of Holiday and Shift differential. Any employee holding a position in one of the above classifications who is WOC in a position that is not eligible for this differential will cease to receive this differential after they have been WOC for two consecutive pay periods. NOTE: Power System Operator I will receive this differential only when they are actually assigned to shift work.
4. Overtime Meal Policy
 - (a) No overtime meal (time to eat or meal reimbursement) will be provided when working eighteen (18) hours or less.
 - (b) When held over for more that eighteen (18) hours (i.e. 18.5 or greater) employees will be given one (1) one meal reimbursement but no time.
 - (c) Employees will be paid \$12.00 for meals as provided in this Exhibit.
 - (d) After being held over for eighteen (18) hours employees will be given one meal reimbursement but no time every four (4) hours thereafter.
5. Sick Leave Accrual
An employee shall be entitled to eight (8) hours of sick leave for each calendar month during which he is employed by the City with pay.

6. Vacation
All full-time employees shall accrue vacation as follows:
 - (a) Eighty (80) hours per year;
 - (b) Upon completion of five (5) years of continuous service, an additional forty (40) hours shall be added to the allowance currently available and the annual allowance thereafter shall be one hundred twenty (120) hours per year;
 - (c) Upon the completion of fifteen (15) years of continuous service, an additional forty (40) hours shall be added to the allowance currently available and the annual allowance thereafter shall be one hundred sixty (160) hours.

7. Leave - Death in Family
An employee shall be entitled to absent himself from work in the event of the death of a member of his immediate family. The City Manager may in his discretion, authorize pay for all or any portion not to exceed 3 regularly scheduled workdays of such leave, provided a written request for such pay is filed. Any absence in excess of 3 regularly scheduled workdays shall be in accordance with the existing rules.

8. If a dispute arises as to the implementation or impact of this agreement, the City and the IBEW agree to meet promptly to resolve the dispute.

EXHIBIT D
WAGE SURVEY BENCHMARK POSITIONS

BENCHMARK - COMMUNICATIONS TECHNICIAN (2008 survey – 4.52%)

- **Positions tied to Communications Technician**
- Communications Technician Aide (83.00%)
- Communications Technician Supervisor (123%)
- Senior Communications Technician (107.87%)

BENCHMARK - ELECTRICIAN (2008 survey – 6.03%)

- **Positions tied to Electrician**
- Electrical Supervisor (123%)
- Electrician Apprentice (62-86%)
(56-86% for employees hired after June 5, 2012)
- Senior Electrician (107.50%)
- Senior Test Technician (107.50% of Test Tech)
- Test Technician Apprentice (62-86% of Test Tech)
(56-86% of Test Tech for employees hired after June 5, 2012)
- Test Technician (6.03%)
- Test Technician Supervisor (123% of Test Tech)

BENCHMARK - INSTRUMENT CONTROLS TECHNICIAN (2008 survey + equity)

- **Positions tied to Instrument Controls Technician**
- Senior Instrument Controls Technician (107.5%)
- Instrument Controls Supervisor (123%)

BENCHMARK- LINE MECHANIC (2008 survey – 6.99%)

- **Positions tied to Line Mechanic**
- Conduit Mechanic (86%)
- Line Mechanic Apprentice (66-86%)
(56-86% for employees hired after June 5, 2012)
- Line Mechanic Supervisor (123%)
- Senior Conduit Mechanic (6.99%)
- Senior Line Mechanic (107.50%)
- Utility Line Mechanic (86%)

BENCHMARK - POWER PLANT MECHANIC (2008 survey – 4.35%)

- **Positions tied to Power Plant Mechanic**
- Power Plant Maintenance Trainee (66-80%)
(56-81% for employees hired after June 5, 2012)

- Power Plant Utility Worker (Abolished)
- Senior Power Plant Mechanic (107.50%)
- Power Plant Maintenance Supervisor (123%)

BENCHMARK - POWER SYSTEMS OPERATOR II

- **Positions tied to Power Systems Operator II**
- Power Systems Operator I (71-87%)
(56-87% for employees hired after June 5, 2012)

BENCHMARK - SENIOR CONTROL OPERATOR (108.55% of Power Plant Operator)

- **Positions tied to Senior Control Operator**
- Power Plant Operator (2008 survey – 6.19%)
- Power Plant Shift Supervisor (123% or Power Plant Operator)
- Power Plant Operator Trainee (66-87%)
(56-86% for employees hired after June 5, 2012)

BENCHMARK – WATER SUPERVISOR

EXHIBIT E
FILLING OF VACANCIES

The City acknowledges that it is our intent to budget for the staffing level in the Council-approved competitiveness plan as adopted on June 17, 2008. The City further agrees that if a position is budgeted and becomes vacant, a requisition to fill the position will be sent to the Management Services Department within ten (10) working days of the last day worked for the prior incumbent. If a decision is made not to fill the position, the Burbank Water and Power Department Administration will go to the City Council to amend the budget and cut the position. This will be within three meetings from the last day worked of the prior incumbent in the position to be cut.

If a budgeted position becomes vacant and a requisition is not submitted to Management Services within ten (10) working days of the last day worked for the prior incumbent, the parties agree that the position will be filled.

**EXHIBIT F
MISCELLANEOUS**

JOINT LABOR MANAGEMENT COMMITTEE

- A Joint Labor Management Committee shall be established upon mutual consent to re-open the Universal Leave program.
- A Joint Labor Management Committee shall be established upon mutual consent to re-open modification to the Wellness Program.
- A Joint Labor Management Committee shall be established upon mutual consent to re-open the establishment of a pre-apprentice program.
- A Joint Labor Management Committee shall be established upon mutual consent to re-open Water Supervisor Stand By Pay.

**EXHIBIT G
SHOP STEWARDS**

John Beiter	Power Production - Power Plant Operator
Dan Owen	Power Production – Senior Power Plant Mechanic
Dan Aird	Power Production – Senior Power Plant Mechanic
Bernard Brady	Energy Control Center – Power System Operator II
Juan Gallegos	Energy Control Center – Power System Operator II
Marco Jimenez	Electrical Distribution – Line Mechanic
John Andrews	Electrical Distribution – Senior Line Mechanic
Jason Edwards	Electrical Distribution –Utility Line Mechanic
Chris Besvold	Electrical Equipment – Senior Electrician
Delvin Yoder	Electrical Equipment – Electrician
Ken Donaldson	Water Maintenance & Construction – Water Supervisor
Ken Austin	Communication Shop – Communications Technician

EXHIBIT H

Burbank Water and Power

MEMORANDUM

DATE: January 29, 2007

TO: Division Managers

FROM: Ronald E. Davis, General Manager, BWP

SUBJECT: **BWP POLICY REGARDING REST PERIODS AND MEALS IN THE CASE OF EXTENDED OVERTIME**

As Managers of BWP, it is our responsibility to provide and maintain safe working conditions for our employees. Therefore, to ensure individual safety for employees who are working overtime, the following policy for BWP non-shift employees is effective immediately:

Rest Period Following Extended Overtime

Employees may work up to sixteen (16) hours in any twenty-four (24) hour period. The sixteen (16) hours of work include the time needed for any required meal breaks. Employees shall not work more than sixteen (16) hours in any twenty-four (24) hour period without eight (8) continuous hours off during that same period. The twenty-four (24) hour period is from the first hour reporting to work after the last eight (8) continuous hours off.

Employees will be paid at the regular rate of pay for any part of the eight (8) hours that fall during regular work hours.

Meals During Extended Overtime

It is intended that meals be taken at intervals of approximately four (4) hours; however, during periods of unusual or difficult circumstances, adjustments may be made in this schedule. In such an event, a meal shall be taken at no greater than a five (5) hour interval.

This memo is merely a contemporary communication of a long-standing department policy. It is understood that Division-level management, or their designee, may make exceptions in emergencies as they deem appropriate.

RED: sk
JD\extended overtime

c: Bruce Redmann, IBEW Chairperson
JoAnn Davis
Department Policy file

EXHIBIT I
US DEPARTMENT OF TRANSPORTATION (DOT)
DRUG TESTING POLICY

This agreement supplements the City of Burbank/DOT Alcohol and Drug Abuse Policy. The provisions of this agreement apply only to those employees who are subject to the US Department of Transportation Drug Testing Regulations pertaining to holders of commercial driver licenses when required by the City of Burbank. All other City employees remain subject to the City's existing policies, Administrative Procedures, and the provisions of their applicable contractual agreements.

Employees subject to the DOT Drug Testing Regulations are expected to report to work free of drugs and/or alcohol.

The Union shall have access, upon request, to review any documents generated by the computer program, including who has accessed the program and when random tests were generated.

When a random test is generated, a hard copy of the randomly selected names, including a listing of the entire pool, will be printed and retained with the permanent drug testing records.

ADMINISTRATION GUIDE TO THE CITY OF BURBANK ALCOHOL & DRUG TESTING PROCEDURES

I. PURPOSE

The purpose of this Administrative Guide is to set forth the procedure for the implementation of controlled substance and alcohol use and testing of commercial driver applicants and current commercial drivers pursuant to the City of Burbank Alcohol and Drug Abuse Policy. These procedures are intended as a guide only and are in no way intended to alter any existing relationship between the City and any driver, except as mandated by enforcement of the Department of Transportation /Omnibus Transportation Employee Testing Act of 1991 (“The Act”).

The City’s Alcohol and Drug Program Administrator designated to monitor, facilitate, and answer questions pertaining to these procedures shall be the Management Services Department, safety Office at Extension 5050.

II. DEFINITIONS

When interpreting or implementing these procedures, or the procedures required by the Federal Highway Administration (“FWHA”) controlled substance testing regulations, the following definitions apply.

“**Alcohol**” means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

“**Alcohol concentration (or content)**” means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test (EBT) under this part.

“**Collection site**” means a place where individuals present themselves for the purpose of providing breath, body fluid, or tissue samples to be analyzed for specified controlled substances. The site must possess all necessary personnel, materials, equipment, facilities and supervision to provide for the collection, security, temporary storage and transportation on shipment of the samples to a laboratory.

“**Commercial Driver’s License (CDL)**” refers to Class A or Class B Licenses.

“**Commercial motor vehicle**” means a motor vehicle or combination of motor vehicles which requires a CDL to operate and is used in commerce to transport persons or property if the motor vehicle:

1. Has a gross combination rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
2. Has a gross vehicle weight rating of 26,001 or more pound; or

3. Is designed to transport 16 or more passengers, including the driver; or
4. Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR par 172, subpart F).

“Controlled substance” has the meaning assigned by 21 U.S.C. 802 and includes all substances listed on Schedule I through V as they may be revised from time to time (21 CFR 1308).

“Driver” means any person who operates a commercial motor vehicle. This includes, but is not limited to: full time, regularly employed drivers; casual, intermittent, or occasional drivers; leased drivers and independent owner operated contractors, who are either directly employed by or under lease to an employer or who operates a commercial motor vehicle at the direction of or with the consent of an employer. For the purposes of pre-employment/pre-duty testing only, the term “driver” includes a person applying to drive a commercial motor vehicle.

“Drug” means any substance (other than alcohol) that is a controlled substance as defined in this section and 49 CFR Part 40.

“FHWA” means the Federal Highway Administration, U.S. Department of Transportation.

“Owner-operator” means a driver who has been contracted for services with the City. For the purposes of this procedure and the City’s Alcohol and Drug Abuse Policy, owner-operators are not to be considered employees, but will be required to participate in the City’s Alcohol and Drug Abuse Policy like all City employee drivers.

“Medical Review Officer (MRO)” means a licensed M.D. or D.O. with knowledge of drug abuse disorders, employed or used by the City to review drug results in accordance with this procedure.

“On duty time” means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibilities necessary to perform work. “On duty time” shall include:

1. All time at a facility, or other property, or on any public property, waiting to be dispatched unless the driver has been relieved from duty by the City;
2. All time inspecting, servicing, or conditioning any commercial motor vehicle at any time;
3. All driving time;
4. All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth;

5. All time loading and unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

“Performing a safety sensitive function” means a driver is considered to be performing a safety sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform a safety sensitive functions.

“Premises” means buildings, property, work and rest areas, vehicles, parking lots and any place the employee happens to be during the course an scope of City employment during regular working hours, breaks or any pay status.

“Prescription drugs” means any drug or medication prescribed by a licensed physician for a medical condition.

“Random selection process” means that alcohol and drug tests are unannounced; that every driver is subject to testing; and that tests are conducted annually equaling or exceed twenty five percent (25%) for alcohol tests and fifty percent (50%) for drug testing of the total number of drivers subject to said testing.

“Reasonable cause” means that the supervisor believes the actions or appearance or conduct of a commercial motor vehicle driver who is on duty as defined below, are indicative of the use of alcohol or of a controlled substance.

“Safety sensitive function” means any of those on-duty functions set forth in CFR 49 Section 395.2.

“Substance Abuse Professional (SAP)” means a licensed physician, license or certified psychologist, social worker, employee assistance professional, or an alcohol and drug counselor certified by the National Association of Alcohol and Drug Abuse Counselors (NAADAC) Certification Commission. SAP’s must have specific knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders.

III. **SUBSTANCES PROHIBITED/PRESCRIPTION MEDICATIONS**

1. “Alcohol use” means the consumption of any beverage, mixture or preparation, including any medication containing alcohol which, when consumed, causes an alcohol concentration in excess of those prescribed by Section IV of this policy.
2. Controlled Substances: In accordance with FHWA rules, urinalysis will be

conducted to detect the following substances;

Marijuana
Cocaine
Opiates
Amphetamines
Phencyclidine (PCP)

Detection levels requiring a determination of a positive result shall be in accordance with the guidelines adopted by the FHWA and in accordance with the recommendations established by the City of Burbank Alcohol and Drug Abuse Policy.

3. Prescription Medications: Commercial vehicle drivers taking legally prescribed medication issued by a licensed health care professional familiar with the driver's work related responsibilities must report such to their immediate supervisor or dispatcher, and may be required to present written evidence from the health care professional which describes the effects such medications may have on the driver's ability to perform his/her tasks.

In the sole discretion of the Alcohol and Drug Program Administrator, a driver may be temporarily removed, with pay, from a safety sensitive position if deemed appropriate.

IV. PROHIBITIONS

1. Alcohol Prohibitions
The new alcohol rule prohibits any alcohol misuse that could affect performance of a safety sensitive function, including:
 - A. Use while performing safety-sensitive functions.
 - B. Use during the four (4) hours before performing safety sensitive functions.
 - C. Reporting for duty or remaining on duty to perform safety sensitive functions with an alcohol concentration of 0.04 or greater.
 - D. Possession of alcohol, unless the alcohol is manifested and transported as part of a shipment. This includes the possession of medicines containing alcohol (prescription or over the counter), unless the packaging seal is unbroken.
 - E. Use during eight (8) hours following an accident or until he/she undergoes a post-accident tests.
 - F. Refusal to take required test.

Note: A driver tested and found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall not perform, nor be permitted to perform, safety sensitive functions for at least twenty four (24) hours.

However, documentation of this test constitutes written warning that City policy has been violated and the next occurrence could result in disciplinary action up to and including termination.

2. Drug Prohibitions

The regulations prohibit any drug use that could affect performance of safety sensitive functions, including:

- A. Use of any drug, except by doctor's prescription, and then only if the doctor has advised the driver that the drug will not adversely affect the driver's ability to safely operate the commercial motor vehicle:
- B. Testing positive for drugs; and
- C. Refusing to take a required test.

All drivers will inform the Alcohol and Drug Program Administrator of any therapeutic drug use prior to performing a safety sensitive function.

V. DRIVER APPLICANT AND CURRENT DRIVER TESTING

1. Pre-employment testing:

All commercial driver applicants will be required to submit to and pass a urine drug test as a condition of employment. Job applicants who are denied employment because of a positive test may reapply for employment after six months.

Offers of employment are made contingent upon passing the City's medical review, including the drug test. Driver applicants who have received firm employment offers are to be cautioned against giving notice at their current place of employment or incurring any costs associated with accepting employment with the City until after medical clearance has been received. **Under no circumstances may a driver perform safety sensitive functions until a confirmed negative test is received.**

Driver applicant drug testing shall follow the collection, chain-of-custody and reporting procedures as set forth in CFR 49 part 40.

- 2. Employees: Under all circumstances, when a commercial vehicle operator is directed to provide either a breath test or urine sample in accordance with these procedures, he/she must immediately comply as instructed. Refusal will constitute a positive result, the driver will be immediately removed from the safety sensitive function, and will be subject to further discipline or termination as appropriate.
- 3. The Alcohol and Drug Program Administrator will be responsible for designating the appropriate Substance Abuse Professional (SAP) who, in conjunction with the City's designated MRO, will diagnose the potential drug or substance abuse problem and recommend treatment.

- A. The driver's successful completion of the approved treatment program is a condition of continued employment as driver.
 - B. Following successful completion of any approved treatment program, the driver will be required to submit to at least six random tests during the first year and follow-up testing may be conducted for up to 60 months. Failure to adhere to this condition is grounds for immediate termination.
 - C. All supervisors will receive training to assist them in identifying alcohol and drug use behavioral characteristics.
4. Reasonable Suspicion Testing:
- A. If a driver is having work performance problems or displaying behavior that may be alcohol or drug-related or is otherwise demonstrating conduct that may be in violation of this Policy where immediate management action is necessary, a supervisor with the concurrence of the Alcohol and Drug Program Administrator, will require that driver to submit to a breath test or urinalysis.
 - B. Supervisors must take action if they have reason to believe one or more of the above-listed conditions is indicated and that the substance abuse is affecting a driver's job performance or behavior in any manner. A supervisor observing such conditions will take the following actions immediately:
 - 1) Confront the employee involved immediately and keep under observation until the situation is resolved.
 - 2) Secure the Alcohol and Drug Administrator's concurrence to observe the employee's behavior. Job performance and City policy violations must be specific.
 - 3). If the supervisor believes, after observing or talking to the driver, that the conduct or performance problem could be due to substance abuse, the driver will be immediately required to submit to a breath test or urinalysis. If the driver refuses to submit to testing for any reason, the driver will be informed that continued refusal will result in immediate removal from performing any safety sensitive functions and may result in discipline up to and including termination.
 - 4). As a condition of employment, urine and breath may be subjected to testing. Failure to comply may subject the employee to subsequent discipline and/or suspension from driving duties. The drug testing/breath alcohol testing facility will receipt for all confiscated evidence.

- 5). If prior to confrontation by the supervisor, the driver admits to use but requests assistance, the Alcohol and Drug Program Administrator will arrange for assessment by the Substance Abuse Professional (SAP). Reassignment to the employee's safety sensitive function, if offered, is conditional to completing the SAP's guidelines and is conditioned upon return to work testing.
- C. The supervisor shall immediately but no later than within 24 hours - document the particular facts related to the behavior or performance problems, and present such documentation to the Alcohol and Drug Program Administrator.
- D. The supervisor or the Alcohol and Drug Program Administrator will remove or cause the removal of the driver from the City-owned vehicle and ensure that the driver is transported to an appropriate collection site. Under no circumstances will the driver/employee be allowed to continue to drive a City vehicle until a confirmed negative test result is received.
- E. If during the course of employment the driver acknowledges a substance abuse problem and requests assistance, the problem may be treated as if it were an illness, subject to the provisions set forth below:
 - 1) The decision to seek diagnosis and accept treatment for the substance abuse problem is the responsibility of the driver;
 - 2) The diagnosis and prescribed treatment of the driver's condition will be determined by the Medical Review Officer and Substance Abuse Professional designated by the Alcohol and Drug Program Administrator in conjunction with the City of Burbank Management Services Director; and
 - 3) The driver must be placed on Medical Leave for a predetermined period recommended by those medical professionals if the SAP determines that such action is appropriate.
5. Post-Accident Testing:

Currently, federal regulations place the burden of compliance with post-accident alcohol and drug testing regulations on the driver. Therefore, all drivers are required to provide a breath test and a urine specimen to be tested for the use of controlled substances "as soon as practicable" after an accident (where driver performance could have contributed to the accident as determined by a citation for a moving traffic violation). The driver shall remain readily available for such testing or may be deemed by the Alcohol and Drug Program Administrator to have refused to submit to

testing. No alcohol may be consumed for eight (8) hours after the accident or until a test is conducted. If the driver is seriously injured and cannot provide a specimen at that time of the accident, he/she shall provide the necessary authorization for obtaining hospital reports and other documents that would indicate whether there were any controlled substances in his/her system. Adherence by drivers to post-accident specimen collection requirements to a condition of continued employment (the failure of owner-operator or contract employee to comply with DOT post-accident and specimen collection rules will be considered a breach of his/her contract with the City, and the contract is invalid until appropriate substance abuse professional counseling has been completed.)

6. Random Testing:

The City will conduct random testing for all covered drivers as follows:

- A. A citywide selection process, which removes discretion in selection from any supervisor personnel, will be adopted by the City. This process will select covered drivers through the use of a computerized program.
- B. The random testing, once begun, will provide for breath alcohol testing of at least twenty-five percent (25%) and for urine drug testing of at least fifty percent (50%) of all covered drivers.
- C. The random testing will be reasonably spaced over any twelve (12) month period.

7. Return-To-Duty Testing:

Before a driver returns to duty requiring the performance of a safety sensitive function after engaging in conduct prohibited by this policy, the driver shall undergo one of the following return to duty tests:

- A. If the original violation was alcohol related: a return to duty alcohol test with a result of less than a 0.02 BAC (Blood Alcohol Content); or
- B. If the original violation was substance abuse related: a return to duty test with a negative urinalysis test for controlled substance.

VI. COLLECTION OF SPECIMENS AND LABORATORY ANALYSIS

- 1. Breath Alcohol Testing: Breath alcohol testing will be conducted either on site or at a prearranged location by a qualified Breath Alcohol Technician according to CFR 49 Part 40 procedures. Refusal to complete and sign the testing form or refusal to provide any or adequate breath will be considered a positive test, and the driver will be removed from a safety

sensitive function until the issue is resolved.

2. Specimen Collection: Specimen collection will be conducted in accordance with applicable state and federal law. The collection procedures will be designed to ensure the security and integrity of the specimen provided by each driver, and those procedures will strictly follow federal chain-of-custody guidelines. Moreover, every reasonable effort will be made to maintain the dignity of each driver submitting a specimen for analysis in accordance with these procedures.
3. Laboratory Analysis: As required by FHWA regulations, only a laboratory certified by the Department of Health and Human Services (DHHS) to perform urinalysis for the detection of the presence of controlled substances will be retained by the City. The laboratory will be required to maintain strict compliance with federally approved chain-of-custody procedures, quality control, maintenance, and scientific analytical methodologies.

VII. CONSEQUENCES AND RETESTING PROCEDURES

1. Alcohol and drug abuse not only threatens the safety and productivity of all employees, but also causes serious individual health consequences to those who use them. Any confirmed actions prohibited by Part IV above, while performing a safety sensitive function, or refusing to take a breath or urine test, may be grounds for discipline as outlined in the following Disciplinary Policy:

DISCIPLINARY POLICY

The following guidelines may be followed for violations of the City of Burbank DOT Alcohol and Drug Abuse Policy. As stated above, these guidelines shall apply only to those commercial drivers licensed employees covered by the DOT regulations and other applicable laws.

FIRST POSITIVE TEST: No formal discipline. However, the employee will be on leave without pay until he/she tests “clean” pursuant to DOT regulations.

SECOND POSITIVE TEST: (First Offense) Ten (10) day suspension. The time and employee is off work between the first positive reading and he/she tests “clean” will count as part of the ten (10) day suspension.

THIRD POSITIVE TEST: (Second Offense) Twenty (20) to thirty (30) day suspension. The time the employee is off work between the first positive reading and he/she tests “clean” will count as part of the (20) day suspension.

FOURTH POSITIVE TEST: (Third Offense) Termination.

1. A driver-applicant testing positive for alcohol or drug use is subject to disqualification. Refusal to submit to testing will also be considered a positive test.
2. Refusal may be defined as not providing an adequate breath or urine sample as directed, neglecting to sign appropriate control forms, using alcohol within eight (8) hours of an accident, or engaging in conduct that clearly obstructs the testing process.
3. Any employee testing positive for the presence of a controlled substance will be contacted by the City's MRO. The employee will be allowed to present medical documentation and explain any permissible use of a drug. All such discussion between the employee and the MRO will be confidential, to be shared only with the Alcohol and Drug Program Administrator or the Management Services Director. If medically supportable reasons exist to explain the positive result, the MRO will report the test result to the City as a negative.
4. Within seventy two (72) hours after the employee has been notified of a positive test result for drugs, he/she may request a retest of the split sample. A written, signed request will be provided to the MRO, who will then initiate the new laboratory analysis. If a different result is detected by the subsequent laboratory, the test will be voided by the MRO, and the City's Alcohol and Drug Program Administrator will be notified. A retest may be initiated as appropriate.

VIII. CONFIDENTIALITY

1. Under no circumstance, unless required or authorized by law, will alcohol or drug testing information or results for any employee or applicant be released without written authorization from the applicable employee.
2. Drivers are entitled, upon written request, to obtain copies of any records pertaining to the driver's use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substance tests.
3. Collection of breath and urine samples must always be documented and sealed with a tamper proof sealing system in the presence of the driver, to ensure that all tests be correctly traced to the driver.
4. Drug test analysis from the DHHS approved laboratory will be forwarded directly to the MRO assigned by the Alcohol and Drug Program Administrator.
5. Alcohol and drug test results will be forwarded by the MRO to the Alcohol and Drug Program Administrator for confidential record keeping.

OBSERVED BEHAVIOR-REASONABLE SUSPICION RECORD

This form applies only to employees with Commercial Drivers Licenses who are covered under DOT regulations. Attach other sheets as necessary:

Employee: Full Name: _____

Title/Dept: _____

Observation:

Date: _____ Time: (from _____ am/pm to: _____ am/pm)

Location: (Be Specific)

Street _____ City _____

CAUSE FOR SUSPICION:

1. Presence of Drugs and/or Drug paraphernalia (specify):

2. Appearance:

<input type="checkbox"/> Normal	<input type="checkbox"/> Flushed	<input type="checkbox"/> Puncture Marks
<input type="checkbox"/> Disheveled	<input type="checkbox"/> Bloodshot eyes	<input type="checkbox"/> Inappropriate
<input type="checkbox"/> Dilated/constricted Pupils	<input type="checkbox"/> Tremors	<input type="checkbox"/> Profuse
<input type="checkbox"/> Sweating		
<input type="checkbox"/> Dry-mouth symptoms	<input type="checkbox"/> Inappropriate wearing of sunglasses	
<input type="checkbox"/> Runny nose/eyes		

Other (specify) _____

3. Behavior /Speech:

<input type="checkbox"/> Normal	<input type="checkbox"/> Incoherent	<input type="checkbox"/> Slurred
<input type="checkbox"/> Silent	<input type="checkbox"/> Confused	<input type="checkbox"/> Slowed
<input type="checkbox"/> Whispering		

Other (specify) _____

4. Awareness:

<input type="checkbox"/> Normal	<input type="checkbox"/> Confused	<input type="checkbox"/> Mood Swings
<input type="checkbox"/> Euphoria	<input type="checkbox"/> Lethargic	<input type="checkbox"/> In coordination
<input type="checkbox"/> Paranoid	<input type="checkbox"/> Disoriented	

Other (specify) _____

5. Motor skills/Balance:

<input type="checkbox"/> Normal	<input type="checkbox"/> Swaying	<input type="checkbox"/> Falling	<input type="checkbox"/> Staggering
---------------------------------	----------------------------------	----------------------------------	-------------------------------------

Other (specify) _____

6. Walking and Turning:

<input type="checkbox"/> Normal	<input type="checkbox"/> Swaying	<input type="checkbox"/> Falling	<input type="checkbox"/> Staggering
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7. Cause for Suspicion:

<input type="checkbox"/> Unusual or distinct pattern of absenteeism and/or tardiness
<input type="checkbox"/> Frequent complaints of illness negatively affecting work performance
<input type="checkbox"/> Increased high/low periods of productivity
<input type="checkbox"/> Frequent lapses in concentration and/or judgment
<input type="checkbox"/> Repeated difficulty in recalling instructions
<input type="checkbox"/> Frequent accidents, mistakes
<input type="checkbox"/> Frequently misses deadlines or takes more time than necessary to complete job

- Takes needless risks
- Disregard for safety of others
- Frequent complaints from co-workers
- Frequently borrowing money from co-workers
- Constantly complaining
- Bringing domestic or personal problems to work

8. Incidents Observed: _____

Date: _____ Time: _____ am/pm

Location: _____

Comments: _____

Name: _____ Signature: _____ Date: _____

Supervisor's Comments: _____

Name: _____ Signature: _____ Date: _____

Employee's Response: _____

Name: _____ Signature: _____ Date: _____
Print Name

CITY OF BURBANK
U.S. DEPARTMENT OF TRANSPORTATION
ALCOHOL & DRUG TESTING PROCEDURES
ACKNOWLEDGMENT OF RECEIPT

Name of Employee:

I hereby acknowledge that I have received the City of Burbank Alcohol and Drug Abuse Policy for Employees with Commercial Driver's Licenses, and I fully understand that I will be expected to comply with its provisions.

Dated: _____

Employee Signature

Employee Name (Print)

Witness' Signature

Department and Division

TESTING PROCEDURES

If a supervisor has reasonable cause to believe that either an employee has consumed drugs and/or alcohol on City premises or reported to work under the influence of drugs and/or alcohol, the supervisor must request a urine/breath test **even** though the employee is not believed to be impaired. The drug/alcohol test is not intended to prove impairment, but to confirm the presence of the drug and/or alcohol. Whether or not impairment is suspected, if the supervisor has reason to consider requiring a drug/alcohol test, use the following procedure to validate the reasons for considering a drug/alcohol test:

1. The supervisor should personally escort the employee to an office or other private area and have another supervisor present as a witness, if possible.
2. Confront the employee with reasons for suspecting drug and/or alcohol policy violations. Use the Reasonable Suspicion Record to record your observations and discussion, including information given by the employee. Complete the form and, in conversation with the employee, determine whether or not the employee has either consumed drugs and/or alcohol on City premises or during work duty, is under the influence, or whether the employee's off duty abuse of drugs and/or alcohol has resulted in work-related problems.
3. If the employee does not appear to be under the influence of drugs, including prescription drugs, has not consumed drugs during work duty or on City premises, and the employee is able to perform regular work duties, have him/her return to the work unit and resume work.
4. If it is believed that the employee is under the influence of, or has consumed drugs and/or alcohol on City premises or during work duty, or that the employee's off-duty abuse of drugs and/or alcohol has resulted in work-related problems, advise the employee that the City rules have been violated and that he/she is being requested to provide a urine sample for drug testing and/or breath sample for alcohol. Personally escort the employee (with another supervisor, whenever possible) to the City approved drug/alcohol testing site (presently Rapid Care Urgent Care Center during normal working hours and St. Joseph's Medical Center after hours). **The employee shall not be permitted to drive him/herself to the testing facility.**
 - A. Rapid Care Urgent Care is located at 1130 W. Olive. The telephone number is (818) 843-8555. Advise the person that you are bringing a City of Burbank employee for a drug/alcohol screen and they will have the appropriate forms ready upon arrival.
 - B. St. Joseph's Medical Center is located at Buena Vista/Alameda. After hours, an Occupational Health Staff member will be on-call and available for drug testing at the Emergency Department of the hospital. When drug testing is necessary, call beeper # (818) 953-5909 and the on-call staff member will make prompt arrangements.
 - C. Every traffic accident involving a commercial driver's licensed employee

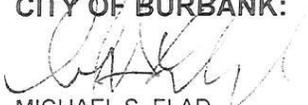
will result in a drug and alcohol test screen.

5. Require the employee to read and sign a consent form available at the testing location agreeing to the urinalysis test. Advise the employee that refusal to sign the form or give a specimen will be treated as a refusal to obey a direct order, and will constitute an admission that the suspicion is reasonable and may be grounds for discipline, up to and including termination. Once the specimen is taken and initialed by the employee, the employee should be placed on Administrative Leave with pay pending test results and a review of the circumstances.
 - A. If an employee is ordered to test at the end of or after their duty day, continue the employee on the payroll (on an overtime basis) and issue a direct order for them to attend testing. A refusal to test will be treated as in paragraph 5 above.
 - B. Tampering with a test will be considered a failed test result.
6. Whenever an employee is required to provide specimens for testing, two (2) specimens shall be collected at the same time in order to facilitate the testing procedures described herein.
7. In testing for the presence of illegal drugs, the testing facility shall submit the first specimen for testing. If the initial test is positive for an illegal drug, the same specimen shall be subjected to a confirmatory test for verification.
8. The MRO will report the result to the City via a signed, written communication, within three (3) business days of completion of the MRO review. In the event of an initial positive test result, the City will direct the employee to contact the MRO for additional screening information. At the time the employee contacts the MRO, he/she may request that a second specimen be tested at another laboratory.
 - A. All positive tests will be treated administratively in the following manner:
 - 1) The employee may be subject to discipline as outlined in the Disciplinary Policy.
 - 2) The employee will immediately be removed from the safety sensitive duty.
 - B. The employee will be placed on either Administrative Leave or other leave as determined by the department. Placing the employee on Administrative Leave in no way confers any actual or inferred right on the employee. He or she is still subject to discipline up to and including termination.
 - C. A follow-up test will immediately be arranged. If alcohol-related, the follow-up test will be the next day. If drug-related, the employee will be referred to the Substance Abuse Professional, who will determine the date of the following test.

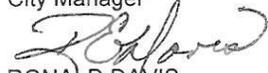
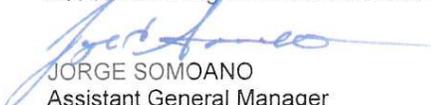
9. If the employee fails to contact the MRO or the employee does not request the testing of the second specimen, or if the employee does request the testing of the second specimen and it also tests positive for an illegal drug, rehabilitative or corrective action shall be taken as specified in this policy.
10. At any time within twenty four (24) hours of being notified of a positive test result, the employee may present bona fide verification of a current valid prescription in the employee's name for any potentially impairing drug or medication identified in the positive drug screen.
11. If it is believed that the employee is impaired, make arrangements to have the employee taken home. Do not permit him/her to leave the premises or drive alone. If the employee refuses any assistance, make sure the witnessing supervisor can verify that the **employee refused such assistance**. If the employee cannot control his/her actions and departs without assistance, immediately call the Police Department to inform them of the employee's condition and refusal for assistance. Advise the Police of the employee's name, description (ethnicity, hair, eyes, height, weight, clothing, etc.) direction and mode of travel including a full description of any vehicle involved.
12. Each employee who has engaged in conduct prohibited under this Policy will be advised by the City of resources available in evaluating and resolving problems associated with the misuse of alcohol and use of controlled substances.
 - A. Substance Abuse Recovery Program: Only those employees who identify themselves as users of drugs or alcohol or being under the influence prior to the day of testing, will be eligible for the Substance Abuse Recovery Program. Any employee who attempts to self identify on the day of testing will be ineligible for the Substance Abuse Recovery Program.
 - B. The employee will bear the cost of Substance Abuse Recovery Program.
13. Before an employee returns to duty requiring the performance of a safety sensitive function, the employee shall undergo a return-to-duty drug or alcohol test. In addition, the employee shall be evaluated by the Substance Abuse Professional to determine that he/she has properly followed any prescribed rehabilitation program.
 - A. The employee may use sick leave to attend the meeting with the SAP.
14. The employee shall be subject to unannounced follow-up alcohol and controlled substances tests following the employee's return to duty, consisting of at least six (6) tests in the first 12 months following the employee's return to duty.
 - A. The SAP may determine that the employee should be subjected to follow up testing for up to five (5) years.

In witness whereof, the parties hereto have caused their authorized representatives to execute this Memorandum of Understanding on this date to be effective the 29th day of June, 2008, extended on the 5th day of June, 2012, and as provided herein.

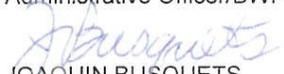
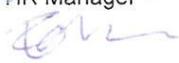
**ON BEHALF OF THE
CITY OF BURBANK:**



MICHAEL S. FLAD
City Manager


RONALD DAVIS
General Manager, BWP
BETSY DOLAN
Assistant Management Services Director

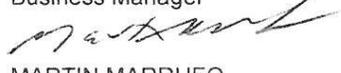
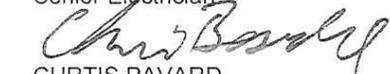
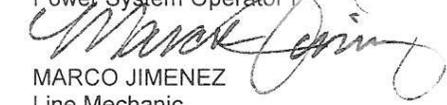
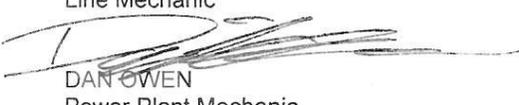
JORGE SOMOANO
Assistant General Manager


KATHLEEN HILLESLAND
Administrative Officer/BWP
JOAQUIN BUSQUETS
HR Manager
ERICKA REINKE
Administrative Analyst II

**ON BEHALF OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS:**



BRIAN D'ARCY
Business Manager


MARTIN MARRUFO
Business Representative
BRUCE K. REDMANN
Chairman, Unit 50
JOHN ANDREWS
Vice Chairman
DELVIN YODER
Secretary/Treasurer
CHRIS BESVOLD
Senior Electrician
CURTIS PAVARD
Power System Operator
MARCO JIMENEZ
Line Mechanic

DAN OWEN
Power Plant Mechanic


JOHN BEITER
Power Plant Operator
KEN DONALDSON
Water Supervisor
KEN AUSTIN
Communications Technician

DATE: June 29, 2012

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